

Terms of Service

Effective Date: September 2, 2026

IMPORTANT: THESE TERMS REQUIRE INDIVIDUAL ARBITRATION, PROHIBIT CLASS AND REPRESENTATIVE ACTIONS, AND WAIVE TRIAL BY JURY EXCEPT WHERE APPLICABLE LAW DOES NOT PERMIT THOSE RESTRICTIONS. THESE TERMS ALSO LIMIT LIABILITY, REQUIRE INDEMNIFICATION, AND ALLOCATE ALL TRADING DECISIONS AND LOSSES TO THE USER.

These Terms of Service ("Terms" or "Agreement") are a binding contract between CipherTrades L.L.C. d/b/a MtnSkyAlgo ("MtnSkyAlgo," "Company," "we," "us," or "our") and each person or entity that visits, views, purchases, accesses, or uses any Service ("you" or "User"). Read the entire Agreement before using the Services.

1. Acceptance and Binding Agreement

This Agreement governs every Service regardless of whether the Service is offered, purchased, delivered, accessed, or supported through a Website, Whop, Discord, TradingView, a payment link, an embedded checkout, social media, or another authorized channel. The channel used for a transaction or access does not limit this Agreement's coverage.

You accept this Agreement by affirmatively accepting it where an acceptance control is available; completing a purchase after receiving notice that these Terms govern; creating or using an account; accessing paid or free Content; joining or remaining in a Company community after these Terms are made available; or otherwise using a Service with actual or legally sufficient notice of these Terms. Acceptance is not dependent on any particular interface, checkbox wording, document order, or third-party feature except to the extent nonwaivable law requires otherwise. If you do not agree, do not purchase, access, or use the Services.

Passive viewing of isolated Public Content without actual or legally sufficient notice does not by itself create contractual assent where applicable law requires more. Regardless of whether a contract is formed, every public viewer receives the factual risk warnings and no-advice notices displayed with or linked from Public Content. Contractual waivers, releases, licenses, and dispute provisions apply only to the maximum extent supported by legally sufficient notice and assent.

The Privacy Policy, Refund and Cancellation Policy, Risk Disclosure and User Agreement, Discord Server Rules, the Giveaway Official Rules in Section 15B, and any offer-specific terms or rules made available by the Company are incorporated into this Agreement. They apply to their respective subject matter even if a Sales Channel does not display each document or section as a separate link. A third party's independent terms govern the relationship between you and that third party. As between you and the Company, this Agreement governs the Services, Content, licenses, access, risk allocation, and remedies to the maximum extent permitted by law.

You consent to electronic contracting, signatures, records, delivery, and notices. The Company may retain and rely on records of purchase, access, acceptance, document version, timestamps, account and order identifiers, and related technical or audit data. Electronic records and copies are admissible to the same extent as originals.

2. Definitions

- "Company" means CipherTrades L.L.C. d/b/a MtnSkyAlgo and its lawful successors and assigns.
- "Websites" means <https://mtnskyalgo.com>, <https://ciphertrades.com>, and any Company-operated page, subdomain, portal, redirect, form, or successor site.
- "Sales Channel" means a Website, Whop, a payment processor, an embedded checkout, a payment link, or another authorized platform or method through which a Service is offered, purchased, renewed, billed, or administered.
- "Services" means all present and future Websites, free or paid communities, Discord areas, memberships, courses, educational materials, public or private social-media accounts, livestreams, recordings, broadcasts, clips, posts, support, TradingView publications, invite-only scripts, indicators, alerts, software, downloads, bots, MSA Rewards, promotions, and related content, features, versions, updates, and replacements.

- "Content" means all text, audio, video, images, charts, code, scripts, alerts, calculations, data, designs, documentation, messages, and other material provided through or relating to the Services.
- "Public Content" means any free or publicly accessible livestream, broadcast, recording, clip, video, post, caption, comment, chart, example, profile, page, or other Content made available by or for the Company through a Website, TikTok, YouTube, Instagram, Facebook, X, Twitch, Discord, TradingView, Linktree, or another current or future media or social platform.
- "Viewer" means any person who encounters, watches, reads, hears, accesses, or receives Public Content, whether or not the person purchases, registers, follows, subscribes, joins a community, or accepts a contract.
- "User Content" means content, information, files, messages, feedback, reviews, testimonials, or other material that a User submits, transmits, posts, or makes available through a Service.
- "Subscription" means a recurring paid right of access that renews until properly canceled.

"Membership Role Labels" means the Discord role labels used to organize access. "Premium Member" is the Discord role ordinarily used for Users authorized to receive premium-package access. For current recurring offers, "Premium," "MSA Premium," "VIP," "Premium Member," "VIP Member," "upgrade to Premium," "upgrade to VIP," and similar wording describe the same paid-membership access category and do not create separate products, tiers, licenses, benefits, durations, renewal terms, or entitlements unless the applicable offer expressly states otherwise. "Free Member" is the Discord role ordinarily used for Users authorized for free community access and does not include premium-package access unless separately granted. A Discord role is an access-control label only and does not prove payment, does not alter the applicable transaction or access category, and does not convert Legacy One-Time Access or Complimentary Lifetime Access into a recurring Subscription.

- "Whop" means the independent third-party checkout, payment-processing, transaction, tax-service, account, entitlement-administration, and affiliate-platform services offered through whop.com, Whop Payments, or a successor service.
- "Legacy One-Time Access" means premium-package access obtained through a paid, nonrecurring offer formerly described as "lifetime," a "lifetime plan," "one-time," or a "one-time purchase." The paid offer is discontinued and is not an active public purchase option. "One-time" describes the single payment structure; it does not mean one login, one session, or one use.

"Complimentary Lifetime Access" means no-charge promotional premium-package access awarded by the Company, including through a Giveaway, and may also be described as "free lifetime," "complimentary lifetime," or "complimentary one-time access." "One-time" describes the single award and absence of recurring charges; it does not mean one login, one session, or one use.

"Trial" or "Trial Period" means the limited no-charge access period identified in an eligible recurring offer before the first paid Subscription charge. The current public Trial Period is seven (7) days unless a different duration is clearly and conspicuously disclosed before enrollment.

"Giveaway" means a no-purchase Company-sponsored random promotion governed by the Giveaway Official Rules and the applicable Giveaway Notice.

"Giveaway Official Rules" means the rules in Section 15B of this Agreement, as supplemented by the applicable Giveaway Notice.

"Giveaway Notice" means the Discord post, message, page, or other Company notice identifying the prize, entry period, entry method, number of potential winners, and any lawful offer-specific conditions.

"PropBot" means MSA PropBot, a Company-operated Discord application that collects, stores, organizes, and displays third-party futures proprietary-trading-firm promotion information from approved APIs, curated records, and authorized administrative entries.

"NewsBot" means MSA NewsBot, a Company-operated Discord application that collects, stores, organizes, classifies, and displays scheduled economic events, government releases, reported values, source links, updates, and alerts obtained from official government sources, approved APIs, public feeds, reviewed schedules, and authorized administrative entries.

"Futures Planning Utility" means the Company-provided browser-based Futures SL/TP Calculator that performs arithmetic using User-entered values and built-in or User-created contract specifications. It does not connect to a brokerage account, transmit orders, receive live market prices, monitor positions, or make trading decisions.

- "Affiliate" means a person or entity that enrolls or participates in an authorized Company referral, affiliate, promoter, ambassador, or commission program, whether through Whop or another approved system.
- "Affiliate Link" means a Company-authorized referral link, code, identifier, or other tracking method used to attribute an eligible transaction to an Affiliate.
- "Affiliate Program" means any current or future Company-authorized arrangement through which an Affiliate may promote a Service for possible commission or other consideration.
- "MSA Rewards" means the Company promotional loyalty feature, including points, streaks, transfers, store items, redemptions, and related records.

3. Eligibility, Authority, and Jurisdictional Restrictions

You must be at least 18 years old, at least the age of legal majority where you live if higher, legally capable of entering this Agreement, and legally permitted to use the Services and trade any instrument you choose to trade. If you act for an organization, you represent that you have authority to bind it, and both you and the organization are responsible.

You may not use the Services where prohibited by law, sanctions, export controls, trade restrictions, platform rules, or professional or regulatory requirements applicable to you. You are solely responsible for determining whether the Services, any transaction, and any trading activity are lawful and suitable in every jurisdiction that applies to you. The Company may restrict availability by person, location, product, or channel without liability.

4. Accounts, Credentials, and Security

- Provide accurate, complete, and current information and promptly correct any change.
- Use only accounts and access that you are authorized to use. Unless the Company approves otherwise in writing, one purchase and one membership are limited to one natural person.
- Protect passwords, authentication codes, Discord and TradingView identifiers, invite links, license keys, and connected accounts. You are responsible for activity through your account to the maximum extent permitted by law.
- Notify the Company promptly of suspected compromise, impersonation, unauthorized access, or misuse. The Company may require verification before restoring or changing access.

5. Description and Scope of Services

The Services are educational, informational, analytical, community, software, and digital-access products. They include both Websites and all associated forms, portals, embedded media, downloads, support features, and successor or replacement sites operated by the Company.

Current TradingView publications may include Trend Blast Monster 2.0, MSA Post-Alpha Hero, MSA Pre-Alpha Boss, Chop Detector Zones V.2.0, Void Protocol Bands V.3.0, and Quantum Flow Scanner. This list is descriptive only. It does not limit the Services, the Company's ownership, or this Agreement's coverage of any current or future product.

6. Sales Channels and Third-Party Transaction Services

Services may be sold directly through either Website, through Whop or Whop Payments, or through another authorized Sales Channel. A Sales Channel may collect payment credentials, process charges, conduct fraud screening, administer transaction functions, and impose its own independent terms. The Company does not control a third party's interface, document display, acceptance controls, payment processing, tax treatment, uptime, records, or continued availability.

For a transaction processed through Whop or Whop Payments, the Company is the supplier and licensor of the Service and remains responsible for the product description, delivery, access, support, and product-related refund decision. Whop provides independent checkout, payment-processing, transaction, tax-service, account, and entitlement-administration functions under Whop's own terms. Any merchant-of-record designation used by Whop is limited to the payment-settlement or transaction-tax functions expressly described in Whop's terms and does not make Whop the supplier, licensor, adviser, or operator of the Service.

A purchaser using Whop is also subject to Whop's Buyer Terms at <https://whop.com/buyer-terms/> and Privacy Policy at <https://whop.com/privacy/>. Those independent terms govern the purchaser's relationship with Whop, including Whop's checkout, account, and payment-processing services. They do not reduce the purchaser's obligations to the Company under this Agreement.

Transaction-specific price, currency, billing interval, renewal date, and product description shown by the applicable Sales Channel apply to that transaction. No Sales Channel term narrows the Company's ownership, license restrictions, risk disclosures, warranty disclaimers, liability limitations, release, indemnification rights, dispute terms, or other protections unless the Company expressly agrees in a signed writing or nonwaivable law requires otherwise.

7. Fees, Taxes, and Payment Authorization

You authorize all charges, fees, taxes, and recurring amounts clearly identified for the transaction by the applicable Sales Channel. You are responsible for taxes imposed on you unless collected by the Sales Channel. Prices, fees, and offer terms may change prospectively. A payment reversal, chargeback, failure, hold, or processor action may result in immediate suspension or termination of access and reversal of associated benefits.

For Whop transactions for which the Company has enabled Whop Collects and Remits, Whop calculates, collects, and remits applicable sales tax, value-added tax, and similar transaction taxes in jurisdictions and for transactions supported by that service. The Company may rely on Whop's checkout calculations, records, and remittance functions. Whop's handling of those transaction taxes does not make Whop the supplier of the Service and does not include income taxes, taxes outside Whop's supported scope, or obligations that applicable law makes nontransferable. Each purchaser remains responsible for any tax, duty, fee, filing, or reporting obligation imposed directly on that purchaser and not collected at checkout.

8. Subscriptions, Renewal, and Cancellation

A Subscription renews at the interval and price disclosed for the transaction until canceled. Cancel using the method made available by the applicable Sales Channel or, if no usable method is available, contact the Company at the email address below before the next renewal. Cancellation stops future renewal charges but does not retroactively cancel or refund a completed charge. The Refund and Cancellation Policy governs all refund requests.

Legacy One-Time Access resulted from a single paid, nonrecurring transaction under a former offer and does not automatically renew. The labels lifetime, lifetime plan, one-time, and one-time purchase used in those former offers refer to this same legacy access category. The paid offer is discontinued. An eligible legacy purchaser may continue accessing the current premium package for as long as the Company continues offering and supporting that package, subject to the original offer, this Agreement, third-party platform availability, and earlier suspension or termination authorized by these Terms.

Legacy One-Time Access and Complimentary Lifetime Access are not promises of perpetual or irrevocable operation. Neither requires any Service, feature, platform, integration, access method, or successor product to exist indefinitely, and neither requires the Company to create, maintain, transfer, or provide a replacement or materially different product after the current premium package is discontinued or no longer supported. Section 14 governs service changes and continuity.

An eligible Trial requires a valid payment method. Unless canceled before the Trial Period expires, the Trial automatically converts to the selected monthly, quarterly, yearly, or other clearly disclosed recurring Subscription, and the applicable Sales Channel may charge the price, taxes, and fees shown for that offer. The User authorizes that conversion and recurring billing by completing enrollment after the material terms are displayed.

A Trial must be canceled through the cancellation mechanism identified for the applicable Sales Channel before the displayed expiration time to avoid the first Subscription charge. Cancellation after a charge is processed stops future renewals but does not by itself reverse or refund the completed charge. Leaving Discord, removing a role, disconnecting an account, deleting an application, or ceasing use does not cancel a Trial or Subscription.

Trial availability may be limited to one per person, household, payment method, Discord account, Whop account, device, or other fraud-prevention identifier. The Company or Sales Channel may deny, revoke, or convert an attempted repeat Trial to immediate paid access when reasonably believed to involve fraud, evasion, duplicate accounts, or abuse, subject to the disclosures presented for the transaction and applicable law.

9. Digital Delivery and Refund Allocation

A Service is delivered when a credential, invitation, entitlement, role, license, download, course, recording, livestream, community area, script, indicator, support resource, or other purchased access is made available to the account or identifier supplied by the purchaser. Delivery does not require later login, download, attendance, installation, or use.

Except where nonwaivable law requires otherwise, digital purchases are final and nonrefundable after delivery or use. Suspension, removal, or termination resulting from nonpayment, chargeback, fraud, account sharing, platform action, misconduct, or breach does not create a refund or credit. The Company may grant an exception in its sole discretion without creating a duty, precedent, or amendment.

For an unrecognized charge, duplicate payment, payment-processing error, or other payment-layer issue involving Whop, contact Whop at support@whop.com. For product description, delivery, access, content, support, cancellation assistance, or a product-related refund request, contact the Company. The Refund and Cancellation Policy governs product-related refund requests. Whop may process a payment reversal when instructed by the Company or when Whop is independently authorized or required to do so by applicable law, card-network rules, fraud controls, or Whop's governing terms.

10. Limited License and Reservation of Rights

Subject to payment and continuous compliance, the Company grants you a limited, personal, revocable, nonexclusive, nontransferable, and nonsublicensable license to access and use the applicable Service solely for your own lawful educational purposes during the authorized access period. No ownership, source-code right, commercial-use right, distribution right, or implied license is granted. All rights not expressly granted are reserved.

The Company and its licensors own all rights, title, and interest in the Services and Content, including code, Pine Script and other scripts, algorithms, formulas, calculations, logic, parameters, alerts, signals, indicators, layouts, chart designs, visualizations, videos, courses, recordings, documentation, databases, trademarks, branding, compilations, updates, versions, and derivative works.

- Do not copy, record, screenshot for redistribution, reproduce, publish, display, transmit, distribute, leak, sell, rent, sublicense, share, or commercially exploit any protected Service, Content, or access credential.
- Do not reverse engineer, decompile, disassemble, decode, extract parameters or source logic, create derivative or competing products, benchmark for competitive use, or circumvent licensing, access, rate, or security controls, except only to the narrow extent a nonwaivable law expressly permits.
- Do not scrape, crawl, bulk-download, archive, mirror, data-mine, index, automate access, or use Company Content to train, test, fine-tune, or supply any machine-learning or artificial-intelligence system without prior written authorization.
- Do not remove proprietary notices or use Company names, marks, screenshots, charts, testimonials, or Content to imply endorsement, sponsorship, affiliation, verified performance, or authority.

11. Acceptable Use and Website Restrictions

You may not use a Service to violate law, regulation, exchange or platform rules, or third-party rights; harass, threaten, discriminate, defraud, impersonate, dox, spam, distribute malware, manipulate markets, solicit unauthorized financial services, expose confidential information, interfere with operations, evade enforcement, or access another account.

You may not probe, scan, test, bypass, or defeat Website or Service security; introduce malicious code; overload infrastructure; forge headers or identities; scrape or bulk-extract data; use unauthorized bots; interfere with another user; or use robots directives, public visibility, or technical accessibility as permission to copy protected material.

Forms, uploads, reviews, comments, and other submissions must be accurate, lawful, noninfringing, authorized, and free from malicious code. The Company may investigate, block, remove, preserve, or report suspected misuse without waiving any other right or remedy.

12. User Content, Feedback, and Testimonials

You retain ownership of User Content. You grant the Company a nonexclusive, worldwide, royalty-free license to host, copy, display, transmit, format, moderate, secure, back up, and analyze User Content only as reasonably necessary to operate, support, protect, enforce, and improve the Services and to create aggregated or de-identified insights. This operational license ends when the content is deleted, subject to backups, legal retention, dispute evidence, and previously created de-identified information.

Ordinary support or community discussion is not automatically a marketing testimonial. If you deliberately submit a review, endorsement, success story, screenshot, or testimonial for promotional use or otherwise authorize marketing use, you grant the Company a nonexclusive, worldwide, royalty-free license to reproduce, publish, display, distribute, and adapt it for lawful marketing. The Company may edit for length, spelling, formatting, or clarity without materially changing meaning.

You represent that your User Content is truthful, based on your first-hand experience where applicable, does not infringe rights, and discloses any payment, free access, discount, reward, affiliate relationship, or other material connection. You may revoke new marketing use prospectively by emailing the Company. Revocation does not require recall of material already printed, distributed, published under a committed campaign, or otherwise lawfully used before processing the request.

Feedback, suggestions, product ideas, and improvement proposals are nonconfidential. You grant the Company a perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable license to use and exploit them without payment, attribution, restriction, or duty, subject to applicable privacy law.

12A. Affiliate and Referral Program

An authorized enrollment link may permit a person to enter the Affiliate Program without individualized preapproval. Automated enrollment, an available Affiliate Link, or access to an Affiliate dashboard does not approve any advertisement, claim, traffic source, marketing method, or use of Company intellectual property. Participation is conditional, revocable, nonexclusive, and subject to continuing compliance. The Company may accept, reject, restrict, suspend, or terminate an Affiliate or Affiliate Link at any time to the maximum extent permitted by law.

Participation through Whop is additionally governed by Whop's Earnings Terms at <https://whop.com/earnings-terms/>. By applying, enrolling, obtaining or using an Affiliate Link, promoting a Service for possible consideration, or accepting a commission, the Affiliate accepts this Agreement and those additional terms. If requirements differ, the Affiliate must comply with every requirement that can operate consistently and with the stricter lawful advertising, disclosure, and conduct standard.

The current standard commission is thirty percent (30%) of the commissionable amount Whop attributes to an eligible completed transaction, unless a different rate or basis is displayed in the applicable Affiliate Offer. The Company may increase or decrease a commission rate, change eligibility or attribution rules, modify an offer, or discontinue the Affiliate Program prospectively in its sole discretion. A changed rate applies to transactions

attributed after the change becomes effective. No Affiliate acquires a vested right to future rates, continued participation, minimum volume, or future commissions.

A commission is not finally earned or payable until the transaction is validly attributed by the authorized tracking system, payment has cleared, applicable holding or validation periods have expired, and the transaction is not subject to refund, reversal, chargeback, cancellation, fraud, abuse, self-referral, duplicate attribution, or violation. The Company's and Whop's records control attribution and calculation absent clear error. To the maximum extent permitted by law and applicable Whop terms, the Company may withhold, reverse, offset, or recover commissions associated with an ineligible, refunded, reversed, disputed, fraudulent, manipulated, or noncompliant transaction.

An Affiliate is an independent contractor and is not an employee, agent, partner, joint venturer, franchisee, fiduciary, broker, adviser, or authorized representative of the Company. An Affiliate has no authority to bind the Company, make promises or warranties for the Company, accept service or funds for the Company, alter any Company term, provide support on the Company's behalf, or represent that the Affiliate's statement has been reviewed, approved, or adopted by the Company unless the Company has expressly approved that specific statement in writing.

Every Affiliate must clearly and conspicuously disclose the material connection to the Company in each advertisement, endorsement, review, testimonial, post, video, livestream, message, email, page, or other promotion containing or associated with an Affiliate Link or commission opportunity. The disclosure must be unavoidable, understandable to the intended audience, and placed close to the endorsement and Affiliate Link before a consumer acts. A clear statement such as 'I may earn a commission if you purchase through this link' may be used where accurate. A profile disclosure, terms page, vague reference to an 'affiliate link,' platform tool, or disclosure hidden after a link or behind a click is not sufficient when applicable law requires more prominent notice.

Each Affiliate is solely responsible for its marketing and must comply with all applicable laws, regulations, rules, orders, guidance, platform terms, and industry requirements, including the Federal Trade Commission Act, the FTC Endorsement Guides in 16 C.F.R. Part 255, the Consumer Reviews and Testimonials Rule in 16 C.F.R. Part 465, commercial-email and text-message laws, privacy and intellectual-property laws, and, to the extent applicable, securities, commodities, CFTC, and NFA advertising and promotional-material requirements. An Affiliate must not state or imply that the Company, a Service, or the Affiliate is registered with, approved by, endorsed by, or supervised by any regulator, exchange, or self-regulatory organization unless the Company has expressly authorized the statement in writing and the statement is true.

An Affiliate may not make or imply any false, misleading, unsubstantiated, atypical, or unauthorized claim concerning profits, income, returns, earnings, win rates, accuracy, predictive ability, risk, likely results, losses, financial independence, testimonials, product capabilities, or regulatory status. An Affiliate may not provide individualized trading, investment, financial, legal, or tax advice on the Company's behalf. Actual, hypothetical, simulated, backtested, model, paper-traded, reconstructed, or historical performance may not be used in an Affiliate promotion without the Company's prior written approval and every disclosure, methodology statement, limitation, and proximity treatment required by applicable law. A general link to a risk disclaimer does not replace a disclosure legally required beside a particular presentation.

Without the Company's prior written permission, an Affiliate may not purchase or place search, social, display, video, native, retargeting, or other paid advertising using Company names, marks, product names, misspellings, competitor comparisons, or confusingly similar terms; bid on branded keywords; register or use a domain, subdomain, account name, handle, application, group, or page containing Company intellectual property; operate a coupon, rebate, discount, review, or comparison page referring to the Company; or issue a press release or public announcement implying an official relationship. Permission may be limited, conditioned, or revoked at any time.

An Affiliate may not engage in spam, unsolicited or unlawful messages, cookie stuffing, forced clicks, hidden redirects, adware, malware, fake accounts, bots, fabricated or purchased reviews, review suppression, impersonation, deceptive scarcity, unauthorized discounts, misleading coupons, self-referrals, transaction manipulation, altered or selectively relabeled screenshots, infringement, traffic laundering, or any practice designed to mislead a consumer or manipulate attribution. Compensation or another incentive may not be conditioned on a positive review or a particular sentiment.

During compliant participation, the Company grants the Affiliate a limited, revocable, nonexclusive, nontransferable, and nonsublicensable license to use only current Company-approved names, marks, links, descriptions, and promotional materials solely to perform authorized Affiliate Program activities. The Affiliate may not modify an approved asset or remove a notice without written permission. All goodwill belongs exclusively to the Company. The license ends immediately when participation, permission, or the relevant offer ends.

The Company may monitor or audit Affiliate activity but has no duty to do so and does not assume responsibility for an Affiliate's conduct by failing to detect or prevent it. An Affiliate must preserve complete and accurate copies of promotions, disclosures, traffic sources, and material communications and provide them promptly upon request. The Affiliate must cooperate with a compliance inquiry and correct or remove challenged material immediately, and no later than twenty-four (24) hours after notice unless the Company specifies a shorter lawful period.

The Company may disable an Affiliate Link, suspend or terminate participation, withhold or reverse affected commissions, demand correction or removal, preserve evidence, notify Whop or another platform, report suspected unlawful conduct, and pursue any contractual or legal remedy for an actual or suspected violation. These actions may be immediate and without prior notice where delay could increase consumer harm, regulatory exposure, fraud, chargebacks, intellectual-property misuse, reputational harm, or other risk. Failure to enforce a violation does not waive any requirement or remedy.

Each Affiliate is solely responsible for its own acts and omissions and for those of any employee, contractor, agency, sub-affiliate, publisher, media buyer, or other person acting for or through the Affiliate. To the maximum extent permitted by law, the Affiliate will defend, indemnify, and hold harmless the Company Parties from and against every third-party claim, demand, investigation, subpoena, proceeding, fine, penalty, sanction, assessment, refund, chargeback, commission reversal, damage, judgment, settlement, loss, liability, cost, and reasonable attorneys' fee arising out of or relating to the Affiliate's promotion, disclosure failure, statement, omission, traffic source, legal or regulatory violation, infringement, unauthorized commitment, fraud, misconduct, or breach of this Agreement or an applicable Affiliate Offer. The Company may control the defense and settlement at the Affiliate's expense, and the Affiliate may not settle a covered matter in a way that admits fault by, imposes an obligation on, or restricts a Company Party without prior written consent. This obligation supplements Section 22, survives termination, and does not require indemnification to the extent prohibited by law or caused by a Company Party's nonwaivable unlawful conduct.

13. Third-Party Platforms, Links, and Dependencies

Discord, Whop, TradingView, TikTok, YouTube, Instagram, Facebook, X, Twitch, Linktree, brokers, exchanges, data vendors, hosting providers, payment partners, internet providers, and linked or embedded services are independent third parties governed by their own terms and policies. The Company does not control and is not responsible for their uptime, security, pricing, eligibility decisions, data, APIs, account actions, policies, content, accessibility, or continued availability.

A third party may delay, alter, restrict, suspend, or terminate access. A link, embed, integration, or compatibility statement is not an endorsement, warranty, or promise of continued interoperability. You bear the risk of using third-party services and must verify all market information, orders, positions, permissions, and account status directly with the relevant provider.

13A. MSA PropBot and Third-Party Prop-Firm Promotions

PropBot provides time-sensitive third-party promotional information for general informational convenience only. It is not a broker, prop firm, regulator, adviser, rating service, due-diligence service, or recommendation engine. A displayed firm, code, discount, link, label, order, or verification timestamp is not Company affiliation, sponsorship, endorsement, approval, certification, or a representation that the firm is lawful, solvent, reputable, registered, suitable, or likely to pay any claim or reward.

PropBot may rely on third-party APIs, public promotion feeds, curated records, and authorized administrative entries. Data may be incomplete, delayed, stale, incorrectly scoped, changed after collection, or affected by source, normalization, database, network, or bot error. A last-checked or verified timestamp describes only a collection or

verification event and does not guarantee that an offer remains available or applies to a particular product, account, user, jurisdiction, renewal, reset, activation fee, or checkout.

Before acting, each User must independently verify the firm identity, final price, code, discount, products, exclusions, expiration, evaluation rules, fees, renewal terms, payout conditions, refund policy, regulatory status, and all other terms directly with the prop firm at checkout. The prop firm's terms and decisions govern the User's relationship with that firm. The Company is not responsible for a rejected code, changed promotion, fee, failed evaluation, denied payout, firm action, firm failure, account restriction, trading loss, or dispute with a prop firm or code owner.

MtnSkyAlgo currently receives no compensation from codes or links displayed by PropBot. An independent code owner may receive compensation when that owner's code is used. Before MtnSkyAlgo begins receiving compensation from a displayed code or link, the Company will update the applicable proximate disclosure. A code owner's possible compensation does not make that owner an agent, employee, partner, adviser, or representative of the Company.

13B. MSA NewsBot and Futures Planning Utility

NewsBot is currently made available only through paid membership access, PropBot is currently available to free members, and the Futures Planning Utility is currently available without charge. Those access classifications describe the present offering and may change prospectively under Section 14. A User receives only the access included in that User's applicable offer and has no entitlement to a separate feature, channel, data source, bot, utility, or access tier unless expressly included.

NewsBot is an informational convenience and is not a wire service, government publication, exchange, broker, adviser, research service, trade-alert service, or recommendation engine. It combines official-source material, approved APIs, public feeds, reviewed schedules, automated normalization, and authorized administrative entries. Its High, Medium, or other impact classifications reflect Company-developed classifications and judgment, not an official agency rating or a prediction of price direction, volatility, magnitude, timing, or tradability.

NewsBot information may be preliminary, delayed, stale, incomplete, revised, incorrectly classified, duplicated, omitted, mistranscribed, misconverted between time zones, or affected by source, API, feed, database, network, software, Discord, hosting, or human error. Government agencies and other sources may change, postpone, cancel, revise, or republish releases and values. An official-source link or checked timestamp does not guarantee that the displayed event, time, status, value, or interpretation is current or correct and does not imply source affiliation, sponsorship, endorsement, or certification.

The Futures Planning Utility performs arithmetic estimates based only on User inputs and built-in or User-created contract specifications. It does not receive live prices or margin information and cannot account for every commission, fee, spread, slippage amount, liquidity condition, volatility change, gap, fill, partial fill, rejected order, broker rule, exchange rule, margin requirement, tax, position limit, platform issue, or market event. Inputs, presets, formulas, rounding, browser behavior, software, and outputs may be inaccurate, incomplete, outdated, unavailable, or unsuitable for a particular account or transaction.

Neither NewsBot nor the Futures Planning Utility provides financial, investment, commodity-trading, brokerage, legal, accounting, or tax advice; directs or executes a transaction; monitors risk; or replaces independent judgment. Before acting, each User must verify material NewsBot information and calculator inputs and outputs with the applicable official source, exchange, and broker. The User alone decides whether, when, and how to trade and assumes all resulting risk, loss, cost, and responsibility to the maximum extent permitted by law.

14. Service Changes, Availability, and No Reliance on Continuity

Features, schedules, instructors, platforms, product names, integrations, channels, tools, access methods, technical requirements, and delivery methods may change. The Company may add, modify, replace, restrict, suspend, relocate, or discontinue any Service or feature at any time, with or without prior notice, for any lawful business, operational, security, compliance, product, payment, abuse, or third-party reason. No particular feature, livestream, script, alert, channel, provider, integration, or access method is promised indefinitely, and no change creates a refund or damages right except to the extent nonwaivable law or the Refund and Cancellation Policy expressly requires one.

14A. Website, Whop, Analytics, and Advertising Technologies

The Company may use or permit first-party or third-party cookies, local storage, pixels, tags, software development kits, server-side event or conversion APIs, log-based measurement, link or campaign identifiers, and similar technologies on or in connection with the Websites, Whop pages, checkout flows, embedded content, links, advertisements, and other Services. Examples may include Whop tracking integrations, Meta Business Tools such as the Meta Pixel or Conversions API, and current or future analytics, advertising, attribution, affiliate, security, fraud-prevention, or performance providers. Naming a technology or provider in these Terms does not mean it is active at all times.

Third-party technologies are supplied, hosted, controlled, and managed by their providers. Those providers may independently determine what they collect, generate, infer, combine, store, retain, secure, disclose, or make available under their own terms and notices. The Company may have only limited configuration choices and may receive provider-supplied dashboards, reports, measurements, or event results without receiving, possessing, knowing, or controlling all underlying or raw information.

The Company may use information or outputs made available by these technologies to operate and secure the Services; remember settings; prevent fraud; diagnose errors; measure traffic, referrals, campaigns, advertisements, conversions, purchases, renewals, and other interactions; attribute activity to a source; improve content, onboarding, offers, and performance; limit ad frequency; and, where lawful, support advertising, remarketing, audience measurement, or similar optimization.

Use of these technologies is governed by the Privacy Policy, applicable law, available Company-controlled notices and choices, and relevant provider terms. The Company does not represent or warrant that an independent provider excludes any particular category of information or will use, retain, secure, delete, disclose, or respond to choices in a particular way. Nothing in these Terms limits any nonwaivable privacy right or obligation that applicable law places on the Company for choices or configurations within its control.

15. Discord Support Analytics and MSA Rewards

An authorized support tool may process messages and limited metadata available to the Company in Company-operated areas to identify recurring questions, onboarding friction, setup problems, documentation gaps, feature requests, safety concerns, and aggregate support trends as described in the Privacy Policy. It may not sell Discord API data, create third-party advertising profiles, or train a general-purpose artificial-intelligence model without the permissions required by Discord and applicable law.

MSA Rewards is a revocable promotional loyalty feature. Points have no cash value, are not money, stored value, property, securities, cryptocurrency, or an investment, do not earn interest, and may not be withdrawn, sold, bartered, collateralized, or exchanged for cash. In-program transfers, if enabled, may be limited, reversed, suspended, or disabled.

- The Company may change earning rates, streak rules, grace periods, multipliers, point prices, inventory, limits, eligibility, transfer functions, expiration rules, redemption options, and program features prospectively.
- Points, balances, ranks, and rewards are personal, conditional, revocable, subject to availability and verification, and have no substitute value unless the Company expressly agrees or law requires.

- The Company may correct errors, freeze or adjust balances, reverse unauthorized or fraudulent activity, cancel redemptions, revoke rewards, or terminate participation for abuse, automation, collusion, multiple-accounting, nonpayment, chargeback, or breach.
- The program is not a lottery, sweepstakes, wager, or game of chance. A future chance-based promotion, if any, will use separate official rules.

15A. Giveaways, Promotional Access, and Complimentary Lifetime Access

Company Giveaways are free random promotions. No purchase, payment, paid membership, points, or customer status is necessary to enter or win, and none improves the odds. Giveaways are limited to eligible legal residents of the fifty United States and District of Columbia who are at least eighteen (18) and at least the age of legal majority where they reside if higher, and are void where prohibited. Entry, eligibility, winner selection, verification, prizes, claims, taxes, and remedies are governed by the Giveaway Official Rules and the applicable Giveaway Notice.

GiveawayBot may perform technical entry administration and random potential-winner selection, but CipherTrades L.L.C. d/b/a MtnSkyAlgo is the sponsor. Discord, GiveawayBot, their owners, and their affiliates are not sponsors, endorsers, or administrators of a Company Giveaway except for the technical services they independently provide. A bot result identifies only a potential winner until the Company verifies eligibility and compliance.

Complimentary Lifetime Access may be awarded even though paid lifetime and one-time offers are discontinued. Free lifetime, complimentary lifetime, and complimentary one-time access are the same promotional access category. They provide access to the current premium package for as long as the Company continues offering and supporting that package, subject to all governing documents, the Giveaway Notice, platform availability, and earlier suspension or termination. They have no cash value, refund value, recurring charge, or right to a successor or replacement product.

The Company may verify eligibility, identity, residency, age, account ownership, and compliance; disqualify an ineligible, fraudulent, abusive, or nonresponsive potential winner; and reroll or select an alternate winner as provided in the Giveaway Official Rules. Alternate accounts, automated entries, collusion, tampering, false information, and attempts to obtain additional odds are prohibited.

15B. Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, PAID MEMBERSHIP, POINT BALANCE, OR CUSTOMER STATUS WILL NOT IMPROVE THE ODDS OF WINNING. VOID OUTSIDE THE ELIGIBLE TERRITORY AND WHERE PROHIBITED.

The Giveaway Official Rules in this Section 15B ("Official Rules") govern each random giveaway sponsored by CipherTrades L.L.C. d/b/a MtnSkyAlgo ("MtnSkyAlgo," "Sponsor," "Company," "we," "us," or "our") that incorporates or links to these Official Rules. The applicable Giveaway Notice supplies the offer-specific details. By entering, an entrant accepts these Official Rules, the Giveaway Notice, this Agreement, the Privacy Policy, the Discord Server Rules, and the Sponsor's reasonable administration decisions.

15B.1 Sponsor and Platform Independence

The Sponsor is CipherTrades L.L.C. d/b/a MtnSkyAlgo. Discord, GiveawayBot, Whop, TradingView, and their respective owners, parents, affiliates, personnel, and service providers do not sponsor, endorse, administer, or assume responsibility for a Company Giveaway merely because a Giveaway uses their platform or technology. GiveawayBot performs technical entry and random-selection functions as an independent Discord application. Questions must be directed to the Sponsor.

15B.2 Eligibility

Unless the Giveaway Notice lawfully states narrower eligibility, a Giveaway is open only to natural persons who, when entering and when a prize is awarded, are legal residents physically located in one of the fifty United States or the District of Columbia, are at least eighteen (18), are at least the age of legal majority where they reside if higher, have a valid Discord account, are members of the MtnSkyAlgo Discord server, and are legally permitted to enter and receive the prize. Void in Puerto Rico, United States territories and possessions, outside the eligible territory, and where prohibited or restricted.

Employees, officers, managers, contractors directly involved in administration, and immediate-family or household members of the Sponsor or anyone involved in selecting or verifying winners are ineligible. The Sponsor may require reasonable documentation or an eligibility certification. A person who cannot or will not complete verification is ineligible and may be replaced.

15B.3 Giveaway Notice and Entry Period

Each Giveaway Notice identifies the entry start and end, time zone, entry method, prize, approximate retail value where applicable, number of potential winners, and any lawful offer-specific requirements. The Sponsor's systems or the timestamp used by GiveawayBot control timing absent a proven material error. Entries outside the stated period are void.

If a Giveaway Notice conflicts with these Official Rules, these Official Rules control unless the Giveaway Notice clearly identifies a lawful offer-specific variation. The Sponsor may correct an obvious clerical error without changing the essential fairness of a Giveaway.

15B.4 How to Enter; No Purchase

Follow the free entry method in the Giveaway Notice, ordinarily by using the designated GiveawayBot interaction in the MtnSkyAlgo Discord server. No purchase, payment, paid role, Subscription, Legacy One-Time Access, points, streak, referral, testimonial, or prior customer relationship is required. Free and paid members receive equal odds for the same eligible entry.

Unless the Giveaway Notice permits fewer entries, limit one entry per natural person and one Discord account. Multiple accounts, borrowed or purchased accounts, automated entries, scripts, bots other than the authorized GiveawayBot process, collusion, identity substitution, false residency, reaction or command manipulation, and attempts to obtain additional odds are prohibited. Excess and noncompliant entries are void.

15B.5 Random Selection and Odds

After the entry period, GiveawayBot will randomly select the stated number of potential winners from eligible entries, subject to Sponsor verification. Odds depend on the number of eligible entries received. A displayed bot result is not a final award and does not override eligibility, compliance, verification, or these Official Rules.

15B.6 Notification, Verification, and Claim Deadline

The Sponsor may announce or tag a potential winner in Discord and may use Discord direct message or another contact method reasonably available. A potential winner must respond and complete requested verification within the time stated in the Giveaway Notice or, if no time is stated, within seven (7) calendar days after the first Sponsor notification. The entrant is responsible for Discord and privacy settings that permit notice.

A potential winner may be disqualified for ineligibility, nonresponse, failed delivery, false or incomplete information, inability to receive the prize lawfully, tampering, abuse, violation of governing documents, or failure to complete a required declaration, release, or tax form. The Sponsor may reroll through GiveawayBot or select an alternate by another fair random method. The Sponsor is not required to award an unclaimed or legally unavailable prize except where law requires otherwise.

15B.7 Prizes and Approximate Retail Value

A Giveaway may award free days, weeks, months, accounts, memberships, digital access, Complimentary Lifetime Access, merchandise, credits, or another prize identified in the Giveaway Notice. The Giveaway Notice controls the prize description and approximate retail value. A digital-access prize grants only the limited, personal, revocable license and access described in the governing documents; it transfers no ownership of software, Content, intellectual property, account, or platform.

Unless the Giveaway Notice states otherwise, a prize is nontransferable, nonassignable, nonrefundable, not for resale, and has no cash, credit, or refund value. No difference between approximate and actual value is payable. The Sponsor may substitute a prize of equal or greater approximate value when the advertised prize becomes unavailable or unlawful, but has no duty to substitute when a potential winner is ineligible or violates these Official Rules.

15B.8 Complimentary Lifetime and One-Time Access Prizes

The labels free lifetime, complimentary lifetime, lifetime plan, complimentary one-time access, or similar wording in a Giveaway describe the same Complimentary Lifetime Access prize. One-time describes the single award and absence of a recurring purchase or charge; it does not mean one login, one session, or one use.

Complimentary Lifetime Access provides no-charge access to the current premium package for as long as MtnSkyAlgo continues offering and supporting that current premium package, subject to the Giveaway Notice, all governing documents, third-party platform availability, and earlier suspension or termination. It is not perpetual, irrevocable, inheritable, transferable, or a promise that a Service, feature, platform, integration, delivery method, or successor product will exist indefinitely. It does not require a replacement or materially different product after the current premium package is discontinued or no longer supported.

This Section 15B.8 also clarifies older Giveaway Notices that used lifetime or free lifetime wording unless a written notice signed by the Sponsor expressly grants a different duration. It does not convert a Giveaway prize into a paid purchase or recurring Subscription.

15B.9 Taxes, Costs, and Legal Compliance

A winner is solely responsible for taxes, filings, reporting, internet, hardware, software, platform accounts, and incidental costs not expressly included in the prize. The Sponsor may require information or forms reasonably necessary for tax or legal compliance and may withhold or decline a prize when required by law. Entrants are responsible for determining whether entry and receipt are lawful for them.

15B.10 Conduct, Tampering, and Disqualification

An entrant must not disrupt a Giveaway; interfere with Discord, GiveawayBot, the server, or another entrant; exploit an error; threaten, harass, or impersonate; submit false information; evade an exclusion; or violate law, Discord rules, the Discord Server Rules, or the Terms of Service. The Sponsor may disqualify entries, revoke a potential award, preserve evidence, restrict access, and pursue lawful remedies for actual or suspected misconduct.

15B.11 Technical Errors and Giveaway Changes

Discord, GiveawayBot, APIs, hosting, databases, networks, devices, accounts, permissions, messages, and human administration can fail or produce duplicate, missing, delayed, inaccessible, or erroneous entries or results. If fraud, error, outage, security incident, force majeure, legal restriction, platform action, or another event materially affects fairness or administration, the Sponsor may pause, correct, modify, extend, suspend, cancel, or rerun the Giveaway and may select a winner from unaffected eligible entries, subject to applicable law.

15B.12 Publicity and Winner Announcement

Where lawful, a winner permits the Sponsor to announce the winner's Discord display name, handle, prize, and general jurisdiction for Giveaway administration and transparency without additional compensation. Any broader marketing use of a name, likeness, testimonial, or statement requires the permission described in the Terms of Service and applicable law. An entrant may not falsely claim to be a winner.

15B.13 Privacy

The Sponsor processes entry, Discord identifier, potential-winner, verification, fulfillment, tax, fraud-prevention, and recordkeeping information as described in the Privacy Policy. GiveawayBot and Discord independently process information under their own terms and notices. Do not submit payment credentials, brokerage credentials, government identifiers, or sensitive information in a public channel. Verification information should be provided only through a Sponsor-authorized private method.

15B.14 Release and Limitation

To the maximum extent permitted by law, each entrant releases and holds harmless the Sponsor and its owners, officers, personnel, contractors, agents, and service providers from claims, losses, liabilities, injuries, damages, costs, and expenses arising from entry, participation, technical or platform failure, prize acceptance or use, or violation by the entrant, except to the extent caused by a released party's nonwaivable unlawful conduct. Nothing excludes a right or liability that applicable law does not permit the parties to waive or limit.

15B.15 Disputes and Governing Terms

The Terms of Service provisions governing notices, informal resolution, individual arbitration, class and jury waivers, claim limitation, governing law, venue, liability, indemnification, severability, and interpretation are incorporated to the maximum extent permitted by law. If a nonwaivable promotion law requires a different forum or remedy, that law controls only to the required extent.

15B.16 General Administration

The Sponsor's reasonable, good-faith decisions concerning administration, eligibility, entries, errors, verification, and prizes are final to the maximum extent permitted by law. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be limited or severed to the minimum necessary and the remainder will continue. Headings are for convenience and do not limit meaning.

15B.17 Winner Information and Contact

Where legally required, a winner list may be requested after the Giveaway concludes by emailing support@mtnskyalgo.com with the Giveaway name and date. Requests may be limited to the information the Sponsor may lawfully disclose. Questions about a Giveaway or these Official Rules should be sent to support@mtnskyalgo.com.

16. Educational Purpose, No Advice, and Trading Responsibility

The Services and Public Content are general educational and informational resources. They do not consider any User's or Viewer's objectives, finances, holdings, experience, tax status, risk tolerance, or needs. No Content, signal, alert, script, chart, livestream, example, community message, or support response is individualized investment, financial, legal, tax, accounting, brokerage, commodity-trading, or fiduciary advice, or an offer, solicitation, or recommendation to enter any transaction.

The Company does not accept custody of trading funds, open or manage brokerage accounts, execute trades for Users or Viewers, control positions, guarantee fills, or promise results. Unless separately and expressly disclosed, the Company is not acting as your broker-dealer, investment adviser, commodity trading advisor, commodity pool operator, futures commission merchant, introducing broker, fiduciary, or tax adviser. You alone decide whether, when, how, and in what size to trade and bear every resulting risk and loss.

17. Required and Supplemental Risk Statements; Incorporated Risk Agreement

CFTC RULE 4.41 - HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED 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 PROFIT OR LOSSES SIMILAR TO THOSE SHOWN.

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.

Futures and Options trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Don't trade with money you can't afford to lose. This is neither a solicitation nor an offer to Buy/Sell futures or options. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed. The past performance of any trading system or methodology is not necessarily indicative of future results.

The Risk Disclosure and User Agreement is incorporated in full, and the Public Trading Risk Disclaimer provides an additional notice for free and public Viewers. These statements and documents do not replace any disclosure that applicable law requires to appear prominently and immediately next to a particular performance presentation.

The current Risk Disclosure and User Agreement is available at <https://mtnskyalgo.com/legal/risk-disclosure-and-user-agreement/>, and the Public Trading Risk Disclaimer is available at <https://mtnskyalgo.com/legal/public-trading-risk-disclaimer/>. Both documents are available through the Websites. Every User must review the applicable risk documents before using a Service or making a trading decision. Incorporation and hyperlinking do not replace a disclosure that must legally appear in a particular advertisement or presentation.

18. Suspension, Investigation, and Termination

The Company may investigate, restrict, suspend, or terminate access; remove or preserve content; revoke licenses or roles; freeze or reverse rewards; block accounts or devices; and report conduct when reasonably necessary to address nonpayment, a payment dispute, suspected fraud, security risk, platform requirement, unlawful conduct, intellectual-property misuse, community harm, or an actual or suspected violation. Action may be immediate and without prior notice where delay could increase risk, harm, loss, or legal exposure.

Termination ends the license and access rights immediately but does not erase accrued charges, liabilities, evidence, or provisions that by their nature should survive. Sections concerning ownership, restrictions, risk allocation, disclaimers, liability limits, release, indemnification, disputes, records, and general terms survive.

19. Disclaimers of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." THE COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES.

To the maximum extent permitted by law, the Company and its owners, managers, employees, contractors, affiliates, licensors, and suppliers disclaim warranties of merchantability, fitness for a particular purpose, title, noninfringement, quiet enjoyment, accuracy, completeness, reliability, results, compatibility, security, availability, and uninterrupted or error-free operation.

No warranty is made that Content, data, calculations, scripts, indicators, signals, alerts, communications, downloads, support, or third-party integrations will be current, complete, timely, secure, lawful in every location, free of harmful components, suitable for any User, compatible with any system, or available at any time. No oral or written statement creates a warranty not expressly stated in this Agreement.

20. Assumption of Risk, Release, and Exclusive Responsibility

You knowingly and voluntarily assume all market, leverage, margin, liquidity, execution, slippage, data, model, strategy, signal, timing, technology, cybersecurity, platform, broker, counterparty, legal, tax, and decision-making risks arising from or relating to your use of the Services or trading activity.

To the maximum extent permitted by law, you release and covenant not to assert claims against the Company Parties for trading losses, missed opportunities, liquidation, margin calls, order or alert failures, market movement, data differences, third-party acts, or decisions made or not made in reliance on Content. Your sole and exclusive remedy for dissatisfaction with a Service is to stop using it and cancel future renewal, subject only to nonwaivable rights and an express remedy in the Refund and Cancellation Policy.

21. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES WILL NOT BE LIABLE FOR ANY TRADING LOSS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, GOODWILL, SAVINGS, BUSINESS, USE, OR OPPORTUNITY, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

"Company Parties" means the Company and its present and former owners, members, managers, officers, employees, contractors, agents, affiliates, licensors, suppliers, successors, and assigns. The exclusions apply to claims arising from or relating to the Services, Websites, Content, trades, purchases, refunds, accounts, communities, communications, rewards, security, third-party platforms, outages, errors, delays, unauthorized access, or enforcement actions, under any legal or equitable theory.

To the maximum extent permitted by law, the total aggregate liability of all Company Parties for all claims arising out of or relating to a particular Service or event will not exceed the greater of US\$100 or the amount you actually paid the Company for the specific Service giving rise to the claim during the three months immediately preceding the event. The existence of multiple claims, Users, events, or theories does not enlarge the cap. These limits are an essential basis of the bargain and apply even if a remedy fails of its essential purpose.

Some jurisdictions do not permit particular exclusions or limits. In those jurisdictions, each exclusion or limit applies to the greatest extent permitted, and nothing limits liability that applicable law makes nonwaivable.

22. Indemnification

To the maximum extent permitted by law, you will defend, indemnify, and hold harmless the Company Parties from and against all third-party claims, demands, investigations, proceedings, damages, judgments, settlements, penalties, losses, liabilities, costs, and reasonable attorneys' fees arising out of or relating to your User Content; trading, unlawful conduct, fraud, misrepresentation, market abuse, or tax obligations; infringement or misappropriation of rights; unauthorized access, sharing, resale, copying, automation, reverse engineering, or commercial use; or material breach of this Agreement.

The Company may assume exclusive control of the defense and settlement at your expense. You will promptly provide truthful information and reasonable cooperation and may not settle a covered matter in a way that admits fault by, imposes an obligation on, or restricts a Company Party without the Company's prior written consent. This section does not require indemnification to the extent prohibited by law or caused by the indemnified party's nonwaivable unlawful conduct.

Without limiting Section 12A, an Affiliate's obligations under this Section include claims, investigations, regulatory inquiries, fines, penalties, refunds, chargebacks, commission reversals, platform actions, and reasonable attorneys' fees arising from Affiliate advertising, endorsements, disclosures, communications, intellectual-property use, traffic sources, unauthorized promises, or violations of applicable law, platform rules, this Agreement, or an Affiliate Offer.

23. Dispute Resolution and Binding Individual Arbitration

EXCEPT FOR AN ELIGIBLE INDIVIDUAL SMALL-CLAIMS MATTER AND THE LIMITED COURT FUNCTIONS EXPRESSLY IDENTIFIED BELOW, ALL DISPUTES MUST BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION. CLASS, COLLECTIVE, CONSOLIDATED, MASS, PRIVATE-ATTORNEY-GENERAL, AND REPRESENTATIVE ACTIONS ARE WAIVED. JURY TRIAL IS WAIVED.

23.1 Broad Scope

A "Dispute" means every claim, controversy, or disagreement between you and any Company Party arising out of or relating to the Services, Websites, Content, this Agreement or an incorporated document, a purchase, Subscription, payment, refund, advertisement, communication, account, community, reward, privacy or data practice, enforcement action, or the parties' relationship, whether based in contract, tort, statute, regulation, fraud, misrepresentation, equity, or any other theory and whether arising before or after acceptance or termination.

23.2 Mandatory Notice and Informal Resolution

Before filing arbitration or an eligible small-claims case, the claimant must send an individual, personally signed Notice of Dispute by email to ciphertrades1@gmail.com with "Notice of Dispute" in the subject line and by certified or tracked mail to 5900 Balcones Drive, Ste 100, Austin, Texas 78731. The Notice must identify the claimant and account, provide relevant order information, describe the facts and legal basis, state the specific relief and amount sought, and include the claimant's personal signature. The parties will attempt good-faith individual resolution for 45 days after complete receipt. Compliance is a condition precedent to filing. A limitations period is tolled during that 45-day period to the extent permitted by law.

23.3 Agreement to Arbitrate and Governing Rules

If a Dispute is not resolved, it will be administered by the American Arbitration Association under its then-current Consumer Arbitration Rules and, when applicable as determined under those rules, its Mass Arbitration Supplementary Rules. The Federal Arbitration Act governs interpretation and enforcement of this arbitration agreement. If AAA is unavailable and the parties cannot agree on a substitute, a court with authority will appoint a neutral administrator or arbitrator consistent with this section.

The arbitrator has exclusive authority to resolve all threshold and merits questions, including formation, scope, interpretation, applicability, validity, enforceability, waiver, and arbitrability, except that a court will decide the

enforceability of the class-action and representative-action waivers and any request for public injunctive relief that controlling law reserves to a court. The arbitration provision is severable from the remainder of the Agreement.

23.4 Procedure, Remedies, Fees, and Confidentiality

Proceedings will be individual. Unless the parties agree otherwise or applicable rules require another location, a hearing will occur by video, telephone, documents-only procedure, or in Travis County, Texas, in the manner the arbitrator determines consistent with applicable consumer rules. The arbitrator may award only the individual relief permitted by applicable law and necessary to resolve the claimant's own proven claim, must apply this Agreement, and will issue a reasoned written award.

Fees and arbitrator compensation will be allocated under the applicable AAA consumer rules and law. Each party bears its own attorneys' fees and costs unless a statute or enforceable contractual provision expressly requires otherwise. To the extent permitted by applicable rules and law, the parties will keep nonpublic arbitration materials, evidence, hearings, and awards confidential, except as reasonably necessary to conduct the case, enforce or challenge an award, comply with law, or protect a legal right.

23.5 Narrow Exceptions and Court Functions

Either party may bring its own eligible individual claim in an appropriate small-claims court while it remains within that court's jurisdiction and proceeds only on an individual basis. This exception does not permit a class, representative, coordinated, or consolidated case and does not permit a jury trial. Either party may ask a court for temporary relief strictly necessary to protect intellectual property, confidential information, account security, or the status quo pending arbitration.

A court may compel or stay arbitration, appoint a substitute arbitrator or administrator when legally authorized, decide questions expressly reserved to a court, and confirm, modify, or vacate an award under the Federal Arbitration Act. Seeking one of these limited remedies does not waive arbitration of the merits.

23.6 Coordinated or Mass Filings

If 25 or more substantially similar individual demands are filed or threatened against Company Parties by the same or coordinated counsel or organizations, the AAA Mass Arbitration Supplementary Rules and applicable fee schedule will govern to the extent AAA determines they apply. Claims remain individual. No arbitrator may consolidate merits, conduct class arbitration, or award relief for a person who is not an individual claimant. Any process arbitrator may decide procedural issues authorized by those rules.

23.7 Class, Representative, Consolidation, and Jury Waivers

YOU AND THE COMPANY PARTIES MAY ASSERT CLAIMS ONLY IN AN INDIVIDUAL CAPACITY. NO PARTY MAY ACT AS A PLAINTIFF, CLASS MEMBER, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, COORDINATED, OR REPRESENTATIVE ACTION. AN ARBITRATOR MAY NOT CONSOLIDATE DIFFERENT PERSONS' CLAIMS, PRESIDE OVER A REPRESENTATIVE PROCEEDING, OR AWARD RELIEF TO ANYONE OTHER THAN THE INDIVIDUAL CLAIMANT. TO THE EXTENT A DISPUTE LAWFULLY PROCEEDS IN COURT, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

23.8 Severability

If a final decision holds that a particular claim or request for public injunctive relief cannot lawfully be arbitrated, that matter will be stayed and decided by a court only after all arbitrable matters are completed. If the class or representative waiver is finally held unenforceable as to a particular claim, that claim will proceed in court and not in class arbitration. Every remaining portion of this section remains effective to the maximum extent permitted.

24. Claim Limitation Period

To the maximum extent permitted by law, any claim or cause of action arising out of or relating to a Service, purchase, or this Agreement must be filed within one year after the claim first accrued, or it is permanently barred. A legally nonwaivable limitations period controls only to the extent it cannot be shortened by agreement.

25. Governing Law and Court Venue

Texas law governs this Agreement without regard to conflict-of-law principles, except that the Federal Arbitration Act governs arbitration. For a matter that this Agreement expressly permits in court, the parties consent to exclusive personal jurisdiction and venue in the state and federal courts located in Travis County, Texas, except where nonwaivable consumer law requires another forum.

26. Changes and Notices

The Company may revise these Terms prospectively by posting or otherwise making an updated version available through a Website or Service. The updated version is effective on the date stated in it, subject to any additional notice or consent that nonwaivable law requires. The Company may, but is not obligated to, provide additional notice or request renewed assent. Continued use after legally sufficient notice constitutes acceptance to the maximum extent permitted by law. If you do not accept an update, stop using the affected Service and cancel future renewal.

You consent to transactional communications reasonably necessary for orders, access, billing, renewals, cancellation, security, support, moderation, legal notices, and document changes. Keep contact information current. Marketing communications remain subject to applicable consent and opt-out requirements.

27. Assignment, Successors, and No Third-Party Beneficiaries

You may not assign or transfer this Agreement without prior written consent. The Company may assign it in connection with financing, reorganization, merger, sale of assets, transfer of a Service, or by operation of law. This Agreement binds and benefits permitted successors and assigns. Except for the Company Parties entitled to protections under this Agreement, there are no third-party beneficiaries.

28. Force Majeure

The Company is not liable for delay, interruption, unavailability, or failure caused in whole or part by circumstances beyond its reasonable control, including market events, acts of government, law or regulation, war, terrorism, civil unrest, labor disputes, epidemic, natural disaster, power or internet failure, cyberattack, platform or provider action, payment-network action, exchange or broker action, data failure, or other force majeure event, except for obligations that law makes nonwaivable.

29. Entire Agreement, Severability, Waiver, and Interpretation

This Agreement and incorporated documents are the entire agreement concerning the Services and supersede prior versions as of their effective date, while prior versions may govern earlier conduct or accrued claims.

If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent and the remainder continues. Failure to enforce is not a waiver. Headings are for convenience. The words 'including' and 'include' mean 'including without limitation.' No presumption or rule construing ambiguity against the drafter applies to the extent law permits. Rights and remedies are cumulative. No agency, partnership, joint venture, fiduciary, employment, franchise, or professional-client relationship is created.

Notices to the Company must be sent to the contact information below unless a section requires an additional method. Electronic records, copies, and signatures are admissible to the same extent as originals. Provisions intended by their nature to survive termination or expiration will survive.

30. Contact

Email: ciphertrades1@gmail.com

Mail: CipherTrades L.L.C. d/b/a MtnSkyAlgo, 5900 Balcones Drive, Ste 100, Austin, Texas 78731

Websites: <https://mtnskyalgo.com> and <https://ciphertrades.com>