

Ninth Candle — Terms of Service & Risk Disclosure

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This is the canonical text of the agreement every Ninth Candle account accepts at signup. The version identifier above is recorded with each acceptance. Do not edit this file in place — a wording change is a new version file and a new acceptance record.

PART A — TERMS OF SERVICE

1. Acceptance; Who We Are; Eligibility

These Terms of Service ("Terms") are a binding agreement between you and Ninth Candle ("Ninth Candle," "we," "us"). By creating an account, purchasing any offering, or using ninthcandle.com, our applications, our Telegram or Discord channels, or any service operated by us (collectively, the "Services"), you accept these Terms in full. You must be at least 18 years old and legally able to contract. If you do not agree, do not use the Services.

2. The Services — What Each One Is (and Is Not)

Ninth Candle provides **education and decision-support information about futures trading**. Our offerings include:

- **The Ninth Signals** — an impersonal, standardized feed of trading setups, entries, exits, and end-of-day verdicts generated by our automated research system ("Wick" / "PipWick"), delivered identically to every subscriber, stated in R-units (risk multiples), never in dollar amounts tailored to any person.
- **Video Mentorship, Ninth Bootcamp, 1-1 Apprenticeship** — educational courses, live teaching sessions, and structured curricula.
- **Platform accounts** — read-only observation dashboards showing our own research desk's activity, records, and connections.

None of the Services is investment advice. We do not know your finances, objectives, or risk tolerance, and nothing we publish is tailored to them. We are not a broker, futures commission merchant, commodity trading advisor rendering personalized advice,

investment adviser, or fiduciary to you, and no such relationship is created by your purchase.

3. You Trade Your Own Account, At Your Own Risk

Every trading decision — whether to act on any signal or lesson, in what instrument, at what size, with what stop — is yours alone, executed in your own account, with your own broker, under your own agreements. We never accept custody of funds, never place trades for you, and never share in your profits or losses. If you trade at a proprietary-trading firm, YOU are responsible for knowing and following that firm's rules (including whether automated or copied trading is permitted).

4. Performance Disclosures (READ THIS)

- **Hypothetical and simulated performance:** substantial portions of our published results come from backtesting and simulated ("paper") trading. HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING AND ARE GENERALLY DESIGNED WITH THE BENEFIT OF HINDSIGHT.
- **Past performance, real or simulated, does not indicate future results.** Futures trading involves substantial risk of loss and is not suitable for everyone. You can lose more than you commit.
- We label paper, evaluation, and live results as such wherever we publish them; the labels are part of the record.
- The majority of retail futures traders lose money. No outcome is promised, implied, or guaranteed — by us, by "Wick," or by anyone speaking for us. Anyone promising you profits is not speaking for us.

5. Accounts, Access, and Security

You are responsible for your credentials and for all activity under your account. Access is personal and non-transferable; sharing logins, reselling signals, or redistributing course content is prohibited and grounds for immediate termination without refund. We may require identity verification and may suspend accounts pending review of suspected abuse.

6. Payments, Renewal, Cancellation, Refunds

- Prices are stated at checkout. Subscriptions **renew automatically** each billing period until cancelled; you may cancel anytime from your account dashboard or by written notice, effective at the end of the current billing period.
- One-time programs (Bootcamp, Apprenticeship) are payable as stated at enrollment.
- **Refunds:** for one-time programs, you may request a full refund within seven (7) days of purchase, provided no course content has been accessed and no session has been held; after content access, the first session, or the seven-day window — whichever comes first — the sale is final. Subscription periods already billed are not refunded; cancelling stops future renewals. Where the law of your jurisdiction grants you a non-waivable refund right, that right is unaffected.
- Chargeback abuse after receiving services may result in account termination and collection of amounts owed.

7. Program-Specific Terms

- **Signals:** delivery timing is not guaranteed; feeds, networks, and third-party messaging platforms (Telegram, Discord) can delay or fail. A signal is information, not an instruction. Position sizing examples are expressed in R-units; converting R into dollars is your decision.
- **Bootcamp / cohorts:** seats are limited; schedules may shift with notice; session recordings may be provided at our discretion.
- **1-1 Apprenticeship:** enrollment requires a signed mutual non-disclosure agreement covering proprietary strategy material; sessions are scheduled per the enrollment letter; unused sessions expire twelve (12) months after enrollment.
- **Platform accounts:** dashboards are read-only observation of OUR desk; they are not managed accounts, not copy-trading, and confer no interest in our results.

8. Community Conduct

We maintain a professional community. We may suspend or remove, without refund, anyone who harasses members or staff, posts unlawful content, promotes other services without permission, attempts to scrape or resell our content or signals, or misrepresents our Services to others. We will never require you to make false statements about us — honest reviews, including critical ones, are not a violation of these Terms.

9. Intellectual Property

The Services — including course materials, scripts, the Wick software, signals, research documents, brand, and site design — are our exclusive property or licensed to us. You receive a personal, non-exclusive, non-transferable, revocable license to use them for your own education. No reverse engineering, redistribution, resale, scraping, or derivative commercial use. Feedback you send us may be used by us without obligation; you retain ownership of your own trading records.

10. Third-Party Services

Market data, charting, messaging, and payment services are provided by third parties we do not control (including data vendors, Telegram, Discord, and payment processors). We are not responsible for their outages, errors, delays, or terms, and your use of them is governed by their agreements.

11. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, UPTIME, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT SIGNALS OR CONTENT WILL BE TIMELY, ERROR-FREE, OR PROFITABLE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) WE ARE NOT LIABLE FOR TRADING LOSSES, LOST PROFITS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (b) OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS IS CAPPED AT THE AMOUNTS YOU PAID US IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. Some jurisdictions do not allow certain limitations; in those, these limits apply to the fullest extent permitted. Nothing here limits liability for fraud or where limitation is prohibited by law.

13. Indemnification

You will indemnify and hold harmless Ninth Candle and its owners, officers, employees, and contractors from claims, losses, and reasonable attorneys' fees arising out of your breach of these Terms, your trading activity, your violation of law or of any third party's rights, or your violation of a proprietary-trading firm's rules.

14. Term and Termination

These Terms apply while you use the Services. We may suspend or terminate access for material breach (with the conduct and IP provisions surviving termination). You may stop using the Services and cancel at any time. Sections 3–4 and 9–17 survive termination.

15. Dispute Resolution; Governing Law

Before filing any claim, you agree to email legal@ninthcandle.com with a description of the dispute and allow thirty (30) days for informal resolution. Except for small-claims matters and injunctive relief for intellectual-property violations, any dispute arising out of these Terms or the Services will be resolved by **binding individual arbitration** administered by the American Arbitration Association under its Consumer Arbitration Rules, conducted by video conference or, at your election, in the county where you reside; **class actions and jury trials are waived** to the fullest extent permitted by law. These Terms are governed by the laws of the U.S. state in which Ninth Candle maintains its principal place of business, without regard to conflict-of-laws rules.

16. Changes to These Terms

We may update these Terms; material changes will be notified by email or in-product notice with an effective date, and continued use after the effective date is acceptance. Each version of these Terms carries a version identifier, and your acceptance of a version is recorded with your account. If you do not agree to a change, cancel before its effective date.

17. General

Severability; no waiver by inaction; you may not assign these Terms, we may assign to a successor; force majeure (including exchange, data-feed, and network failures); notices by email to your address on file and to legal@ninthcandle.com; these Terms plus any program enrollment letter and the Privacy Policy are the entire agreement; English controls.

PART B — RISK DISCLOSURE

Futures and leveraged trading involve substantial risk of loss and are not suitable for all investors. Only risk capital should be used. Ninth Candle provides education and impersonal information — not investment advice, not account management, and no guarantee of

results. Hypothetical and simulated performance has inherent limitations and does not represent actual trading. Past performance does not indicate future results. Most traders lose money. Decisions you make in your own account are yours alone. Automated systems, including ours, make mistakes; no system or person is right 100% of the time.