

Summit Group Digital Pty Ltd

Trading as: Summit | Summit Markets

End User License Agreement (EULA)

Effective: March 2026 | Jurisdiction: New South Wales, Australia | Contact: summitgroupdigitalptyltd@gmail.com

1. About Us

Summit Group Digital Pty Ltd operates under the brand names Summit and Summit Markets, and on the Whop platform as summit-markets. References to "we", "us", "our", or "Summit" in this EULA refer to Summit Group Digital Pty Ltd trading as Summit and Summit Markets.

This End User License Agreement ("EULA") is a legally binding agreement between you ("User") and Summit Group Digital Pty Ltd governing your use of the Summit Cloud TradingView Indicator, the Summit Cloud Scanner, the Discord alert channel, and any associated software, tools, and digital content (collectively, the "Software"). This EULA supplements and should be read alongside our Terms of Service and Privacy Policy. By accessing or using the Software, you agree to be bound by this EULA. If you do not agree, you must not use the Software.

2. Nature of the Software

2.1 Summit Cloud Indicator

The Summit Cloud Indicator is a proprietary custom script developed by Summit Group Digital Pty Ltd and published on TradingView, a third party charting platform operated by TradingView, Inc. The Summit Cloud Indicator is an independent product of Summit and is NOT a product of, endorsed by, sponsored by, or affiliated with TradingView, Inc. in any way. Use of the Summit Cloud Indicator requires a valid TradingView account and is subject to TradingView's own Terms of Service. We accept no liability for any loss of access resulting from TradingView platform changes.

2.2 Summit Cloud Scanner

The Summit Cloud Scanner is a web based educational tool that displays market signal data generated by applying our proprietary methodology to price data sourced from third party data providers including Twelve Data, Binance, and CoinGecko. You acknowledge and agree that:

- All price data and signal outputs are sourced from independent third party data providers.
- We do not guarantee the accuracy, completeness, timeliness, or reliability of any data displayed.
- Data may be delayed, unavailable, or subject to errors outside our control.
- Scanner outputs are automated calculations for educational reference only.
- We reserve the right to update, change, or modify the proprietary methodology, data sources, and any aspect of the Scanner at any time without notice.
- We accept no responsibility or liability for errors in third party data or for any decisions made based on scanner outputs.

2.3 Discord Alert Channel

As part of the Summit Cloud membership, you receive access to a Discord channel that delivers automated alerts when the Summit Cloud Scanner detects a bullish or bearish signal flip on a tracked asset. These alerts are generated from the same third party data sources as the Scanner.

YOU EXPLICITLY ACKNOWLEDGE AND AGREE THAT:

- All alerts posted in the Discord alert channel are automated, educational notifications only. They are NOT buy or sell signals, trading recommendations, or financial advice of any kind.
- An alert indicating a bullish or bearish flip is a data output for educational reference only. It does not represent a recommendation, endorsement, or instruction to enter or exit any trading position.
- Summit does not manage your funds, execute trades on your account, or take any action on your behalf in relation to any alert, at any time, under any circumstance.
- You are solely responsible for any action you take or do not take in response to any alert. Any trading decision made in response to an alert is made entirely at your own risk.
- You will always conduct your own independent research and due diligence (DYOR) before acting on any alert. THIS IS NOT FINANCIAL ADVICE (NFA).
- We accept no liability for any financial loss, missed opportunity, or other outcome arising from your use of or reliance on the alert channel.

By continuing to use the Software and accessing the Discord alert channel, you confirm that you have read, fully understood, and unconditionally accept these terms.

3. No Financial Advice

BY USING THE SOFTWARE, YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT:

- The Software, including the Summit Cloud Indicator, Summit Cloud Scanner, all signal outputs, trend readings, Discord alerts, and associated content, is provided strictly for educational and informational purposes only.
- Nothing produced by or associated with the Software constitutes financial advice, investment advice, trading recommendations, or any solicitation to buy or sell any financial instrument or asset.
- Summit is not a licensed financial adviser, broker, investment manager, or registered investment adviser in any jurisdiction.
- You will conduct your own independent research and due diligence (DYOR) before making any financial, investment, or trading decision. THIS IS NOT FINANCIAL ADVICE (NFA).
- You will not rely solely on any indicator output, scanner signal, trend reading, Discord alert, or content produced by the Software as the basis for any financial decision.
- Trading and investing in financial markets carries a high level of risk. You may lose some or all of your invested capital. The Software does not reduce or eliminate this risk.
- No output, signal, or alert produced by the Software guarantees any particular trading outcome or result.
- You are solely responsible for all trading and investment decisions you make.

- You are responsible for consulting a qualified, licensed financial professional before making any trading or investment decisions.

By agreeing to this EULA, you confirm that you have read, fully understood, and unconditionally accept this disclaimer.

4. License Grant

Subject to your compliance with this EULA and payment of applicable fees, Summit grants you a limited, non exclusive, non transferable, revocable licence to access and use the Software solely for your personal, non commercial, educational purposes during the term of your active subscription or membership. This licence does not include the right to access the Software's source code, underlying algorithms, proprietary methodology, or any proprietary systems.

5. Restrictions

You must not:

- Sell, resell, sublicense, rent, lease, transfer, or otherwise distribute access to the Software to any third party.
- Share, publish, or disclose your account credentials or access to the Software or Discord alert channel with any other person.
- Reverse engineer, decompile, disassemble, or attempt to derive the source code, logic, or proprietary methodology of the Software or indicators.
- Modify, adapt, translate, or create derivative works based on the Software or any part of it.
- Remove, obscure, or alter any proprietary notices, copyright markings, or branding within the Software.
- Use the Software in any unlawful manner or in breach of our Terms of Service or Community Standards.
- Attempt to circumvent, bypass, or disable any access controls or licence enforcement systems.
- Use the Software or alerts for commercial purposes, including operating a paid trading service, signal service, or subscription community using our indicators, scanner, alerts, or tools.

6. Ownership and Intellectual Property

All intellectual property rights in the Software, including the proprietary methodology, algorithms, design, branding, and documentation, remain the sole and exclusive property of Summit Group Digital Pty Ltd. This EULA grants a licence to use the Software only and does not transfer ownership rights.

7. Updates, Modifications and Availability

We reserve the right to modify, update, or replace this EULA at any time at our sole discretion. Updated terms will be posted with a revised effective date. For existing users, material changes will be notified via email or platform notice and take effect 14 days after notification. Continued use after that date constitutes acceptance.

We may update, modify, change the methodology of, or discontinue any feature or component of the Software at any time, including indicator logic, scanner data sources, alert formats, and platform integrations. We will provide reasonable notice of material changes where practicable.

Access to the Software depends on the continued availability of third party platforms including TradingView, Twelve Data, Binance, CoinGecko, and Discord. We are not responsible for disruptions caused by those platforms.

If we discontinue a paid product entirely, we will provide at least 30 days written notice where reasonably practicable, and any remaining prepaid subscription period will be honoured or refunded on a pro rata basis.

8. Limitation of Liability

To the maximum extent permitted by law, Summit Group Digital Pty Ltd, its directors, employees, and affiliates will not be liable for any financial losses, consequential, indirect, special, or punitive damages arising from your use of or reliance on the Software, including losses arising from inaccurate or delayed third party data, methodology changes, alert outputs, or platform unavailability. Our total liability to you under this EULA will not exceed the total fees paid by you in the three months immediately preceding the event giving rise to the claim.

9. Termination

We may suspend or terminate your licence immediately and without notice if you breach any provision of this EULA or our Terms of Service. Upon termination:

- Your right to access and use the Software and Discord alert channel ceases immediately.
- No refund will be provided where termination results from your breach.
- Sections 3, 6, 8, and 10 of this EULA survive termination.

10. General Provisions

10.1 Severability

If any provision of this EULA is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable and the remaining provisions will continue in full force and effect.

10.2 Force Majeure

Summit will not be liable for any failure or delay in providing the Software caused by circumstances beyond our reasonable control, including server outages, third party data provider failures, exchange disruptions, cyberattacks, regulatory changes, or any other event outside our reasonable control.

10.3 Waiver

If we choose not to enforce any provision of this EULA at any time, this does not constitute a waiver of our right to enforce that provision or any other provision at a later date.

10.4 Entire Agreement

This EULA, together with our Terms of Service, Privacy Policy, and Return and Refund Policy, constitutes the entire agreement between you and Summit Group Digital Pty Ltd regarding the Software and supersedes all prior discussions, representations, or agreements.

10.5 Governing Law

This EULA is governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising from this EULA will be resolved under the laws of New South Wales.

11. Contact

For any questions about this EULA: summitgroupdigitalptyltd@gmail.com