

MILLIONAIRE SPEEDRUN

TERMS AND CONDITIONS

(hereinafter: "Terms")

IMPORTANT RISK WARNING

Trading in crypto-assets involves substantial risk of loss and is not suitable for every person. You may lose some or all of Your invested capital. Past performance is not indicative of future results. Never trade with funds You cannot afford to lose.

THEBIRBNEST OÜ is not a broker, intermediary, agent, financial advisor, crypto-assets advisor, tax advisor, legal advisor, or any other advisor of any kind. THEBIRBNEST OÜ does not provide any crypto-asset services within the meaning of Regulation (EU) 2023/1114 (Markets in Crypto-Assets Regulation, "MiCA"), including advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA. THEBIRBNEST OÜ does not hold, custody, transfer, exchange, or execute orders in relation to crypto-assets on behalf of any person.

Trading services are offered by the Exchange Partner, not by THEBIRBNEST OÜ. Users are responsible for verifying whether they are legally entitled to use such services in their jurisdiction. Before participating, Users must review the Exchange Partner's terms and all relevant local regulations, and consult an independent professional advisor if necessary.

1. OVERVIEW

1.1. The organizer of the "Millionaire Speedrun" program (hereinafter: "Program") is THEBIRBNEST OÜ, a company established under the laws of Estonia, registered office: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, registry No.: 16514534, VAT: EE102512328 (hereinafter: "TheBirbNest").

1.2. The Program is a structured, tiered trading challenge operated by TheBirbNest in cooperation with an Exchange Partner. It provides Participants with free access to educational resources, trading tools, a competitive leaderboard, and partner-funded prize pools, subject to these Terms.

1.3. Participation is voluntary and free of charge insofar as no fee is payable to TheBirbNest. Where a Challenge Notice is in force, the Participant must meet the eligibility conditions specified in it, which may include maintaining an active trading account on the Exchange Partner's platform registered via the Referral Link. Any funds in such account are the Participant's own trading capital, held solely by the Exchange Partner, and do not constitute a payment to TheBirbNest.

1.4. The Program is entered through the Discord server operated by TheBirbNest. By clicking the "FULL ACCESS" button in the #start-here channel (or an equivalent affordance), the Participant confirms that he/she is of the age required under Section 4.3(a), that he/she has read these Terms, and that he/she agrees to be bound by these Terms, the Privacy Policy of the Program, and any applicable Challenge Notice. TheBirbNest records the Discord user identifier, the time of acceptance, and the version of the documents accepted.

1.5. A person who selects "BASIC ACCESS" becomes a Server Member only. Such a person is not enrolled in the Program, is not a Participant, and is bound solely by the Server Rules. Processing of a Server Member's personal data is governed by the General Privacy Policy available at www.thebirbnest.com/privacy.

1.6. The Program is available to natural persons who are at least 18 years of age, or of legal age in their jurisdiction if that age is higher, and who are legally permitted to participate in trading activities in their jurisdiction. Employees and governing body members of TheBirbNest and persons directly involved in organizing the Program are not eligible for prizes.

2. DEFINITIONS

2.1. The following definitions apply in these Terms:

"Activity Rule" — the requirement to perform at least one Qualifying Activity every 30 consecutive days to maintain Millionaire Speedrun Access (Section 6).

"Challenge" — a time-limited competitive trading period corresponding to a specific Tier, as set out in the applicable Challenge Notice.

"Challenge Notice" — a notice specifying the Challenge Period, Tier, Prize Pool, Exchange Partner, eligibility conditions, Leaderboard scoring methodology, and additional participation requirements, published on millionairespeedrun.ai, on TheBirbNest's official X accounts (x.com/thebirbnest, x.com/crypto_birb), or in the Discord #announcements channel. The Challenge Notice forms an integral part of these Terms.

"Coursework" — educational content made available via the Whop course library (accessed by linking the Participant's Discord account to Whop), Discord, and the Website (www.thebirbnest.com), including courses, webinar recordings, tools, and written materials.

"Exchange Partner" — the third-party cryptocurrency exchange designated as the exclusive trading platform for a particular Challenge, as named in the applicable Challenge Notice. The Exchange Partner is independent and is not an affiliate, subsidiary, or agent of TheBirbNest.

"Leaderboard" — the publicly visible ranking of Participants based on trading performance during a Challenge Period.

"Millionaire Speedrun Access" — the Participant's free-of-charge access to the Program, including the Discord Program channels, the Whop course library, the BirbicatorPRO indicator, and the tools and resources described in Section 8, for as long as the Participant actively participates in the Program.

"Participant" — a natural person who has enrolled in the Program by accepting these Terms in the Discord server and completing verification in the #verification channel, and who meets the eligibility conditions in the applicable Challenge Notice.

"Prize Pool" — the aggregate monetary value of prizes in a Challenge, funded entirely by the Exchange Partner.

"Qualifying Activity" — any of the following: (a) executing at least one trade on the Exchange Partner's platform via the Referral Link; (b) attending or viewing a webinar in the Whop course library; or (c) posting a trade journal update in Discord.

"Referral Link" — the unique tracking link through which the Participant registers and trades on the Exchange Partner's platform, made available in the Discord #verification channel.

"Server Member" — a natural person who has joined the Discord server and accepted the Server Rules, but who is not enrolled in the Program.

"Server Rules" — the rules of conduct published in the Discord #rules channel, accepted by every Server Member during Discord onboarding.

"Tier" — a defined stage of the Program corresponding to a portfolio growth target (Tier 1: \$100 → \$1,000; Tier 2: \$1,000 → \$10,000; Tier 3: \$10,000 → \$100,000; Tier 4: \$100,000 → \$1,000,000), each with a specific educational curriculum and competition bracket.

"Tier Target" — the aspirational portfolio growth goal for a Tier. Tier Targets are challenge goals and do not constitute a guarantee, projection, or promise of any return.

"Trade of the Day" — a daily educational trade idea published in Discord, provided strictly for educational reference. It does not constitute advice on crypto-assets under Article 3(1)(16) of MiCA, financial advice, or a trading signal.

"Verification" — the step in the Discord #verification channel in which the Participant submits the identifier of his/her account on the Exchange Partner's platform in order to obtain Millionaire Speedrun Access.

3. PROGRAM STRUCTURE

3.1. The Program consists of four sequential Tiers, each corresponding to a monthly Challenge:

- (a) Tier 1: \$100 → \$1,000 — Theme: Foundations (risk management, basic technical analysis, platform orientation);
- (b) Tier 2: \$1,000 → \$10,000 — Theme: Scaling (advanced setups, position sizing, deeper technical analysis);
- (c) Tier 3: \$10,000 → \$100,000 — Theme: Professional Edge (portfolio management, correlation, multi-timeframe analysis);
- (d) Tier 4: \$100,000 → \$1,000,000 — Theme: Elite (advanced strategy, mentorship pipeline, institutional-grade content).

3.2. Tier Targets are aspirational challenge goals. They do not constitute a guarantee, projection, or promise of any financial return. Markets are inherently unpredictable, and Participants may not achieve the Tier Target. Participants may lose some or all of their invested capital.

3.3. All active Participants advance through the educational curriculum together regardless of portfolio size. Competition on the Leaderboard is segmented by account tier bracket. Underperformance does not result in removal; only lapse of Millionaire Speedrun Access under the Activity Rule (Section 6) or breach of the Rules of Conduct (Section 7) does.

3.4. TheBirbNest reserves the right to modify Tiers, Tier Targets, themes, and Challenge duration with reasonable advance notice via the Website or Discord.

4. ENROLLMENT AND ELIGIBILITY

4.1. To enroll, a person shall:

- (a) join the Discord server and complete Discord onboarding, including acceptance of the Server Rules;
- (b) accept these Terms and the Privacy Policy by clicking "FULL ACCESS" in the #start-here channel;
- (c) register an account on the Exchange Partner's platform via the Referral Link;
- (d) complete Verification in the #verification channel;
- (e) where a Challenge Notice is in force, meet all eligibility conditions specified in it.

4.2. In order to access the Whop course library and the BirbicatorPRO indicator, the Participant links his/her Discord account to Whop. Access to those resources is granted by Whop under Whop's own terms, and the BirbicatorPRO indicator is delivered on the TradingView platform under TradingView's own terms.

4.3. The Participant warrants that:

- (a) he/she is at least 18 years of age, or of legal age in his/her jurisdiction if higher. This confirmation is given by accepting these Terms;
- (b) he/she is legally permitted to participate in cryptocurrency trading in his/her jurisdiction;
- (c) all information provided is true, accurate, and complete;
- (d) he/she has independently verified that the Exchange Partner's services are available and lawful in his/her jurisdiction.

4.4. One natural person may hold only one Participant account. Multiple accounts result in immediate removal.

4.5. TheBirbNest may refuse or revoke enrollment at its sole discretion if the Participant fails to meet eligibility conditions or breaches these Terms.

5. EXCHANGE PARTNER AND REFERRAL LINK

5.1. Each Challenge designates an exclusive Exchange Partner, named in the applicable Challenge Notice. All trades counted toward the Leaderboard, prizes, and activity tracking must be executed on the Exchange Partner's platform via the Referral Link. Trades executed without the Referral Link shall not be recognized.

5.2. The Exchange Partner funds the Prize Pool and the infrastructure enabling the Program to be free of charge. The Participant acknowledges that active trading through the Referral Link is the economic mechanism sustaining the Program.

5.3. TheBirbNest does not operate, control, or assume any liability for the Exchange Partner's platform, services, security, regulatory compliance, or financial condition. TheBirbNest has no ownership interest in the Exchange Partner. The Participant shall review and accept the Exchange Partner's terms before trading and is solely responsible for verifying that the Exchange Partner's services are lawful in his/her jurisdiction.

5.4. TheBirbNest shall not be liable for any loss arising from the Participant's use of the Exchange Partner's platform, including without limitation:

- (a) any loss of funds deposited on or held by the Exchange Partner;
- (b) trading errors, slippage, or execution failures;
- (c) platform outages, downtime, or technical failures;
- (d) security breaches, hacking, or unauthorized access to the Participant's account;
- (e) the insolvency, bankruptcy, cessation of business, or regulatory non-compliance of the Exchange Partner;
- (f) any changes to the Exchange Partner's terms, fees, or services;
- (g) any regulatory action taken against the Exchange Partner.

6. ACTIVITY RULE AND ACCESS

6.1. To maintain Millionaire Speedrun Access, the Participant should perform at least one Qualifying Activity every 30 consecutive days (see Section 2).

6.2. The Participant acknowledges that: (a) only trading activity is reflected on the Leaderboard; (b) only Participants who trade are eligible for prizes; (c) trading activity is the primary metric supporting the Program's economic viability.

6.3. Lapse and reinstatement:

- (a) TheBirbNest may revoke Millionaire Speedrun Access where no Qualifying Activity is recorded for 30 consecutive days;
- (b) revocation may be carried out automatically by an automated system or manually by a member of the TheBirbNest team;
- (c) revocation is not a sanction and does not affect the Participant's membership of the Discord server or the validity of the Participant's acceptance of these Terms. The Participant retains access to the #verification channel and may restore Millionaire Speedrun Access at any time by completing Verification again, provided the eligibility conditions are met;
- (d) revocation does not preserve Leaderboard standing from a concluded Challenge Period.

6.4. TheBirbNest may adjust the Activity Rule with reasonable advance notice.

7. PARTICIPANT RULES OF CONDUCT

7.1. The Participant shall:

- (a) trade exclusively on the Exchange Partner's platform via the Referral Link for all Challenge-related activity;
- (b) treat all Participants, team members, and community members with respect;
- (c) use only truthful and accurate information in all interactions.

7.2. The Participant shall not:

- (a) promote personal tokens, groups, referral links, or third-party services within the community;
- (b) impersonate TheBirbNest team members, other Participants, or any person;
- (c) engage in phishing, scamming, spamming, or any fraudulent activity;
- (d) redistribute, share, resell, or make available to third parties any Program content;
- (e) create multiple accounts or identities;
- (f) engage in wash trading, market manipulation, or any dishonest practice;
- (g) take actions affecting the proper functioning of the Program.

7.3. Breach of 7.2(a)–(c) results in immediate removal without warning. Breach of 7.2(d)–(g) may result in a warning or immediate removal at TheBirbNest's discretion.

7.4. The Server Rules published in the Discord #rules channel form an integral part of these Terms. Breach of the Server Rules constitutes a breach of these Terms and may result in removal from the Program, removal from the Discord server, or both.

8. SCOPE OF SERVICES

8.1. Subject to the Participant's compliance with these Terms and the Activity Rule, TheBirbNest provides the following within the Program:

- (a) Millionaire Speedrun Access, including educational courses and the Resource Hub in the Whop course library and on the Website, and the BirbicatorPRO indicator (provided via Whop and delivered on TradingView, subject to their respective terms);
- (b) weekly webinars (live and recorded) covering topics aligned with the current Tier's educational theme;
- (c) Trade of the Day — a daily educational trade idea published in Discord, provided strictly for educational and informational reference purposes;
- (d) Monday Market Reports and CMT-grade market analysis published in Discord and/or on the Website;
- (e) the Leaderboard, updated daily;
- (f) access to the Discord Program channels, moderation, and support;

(g) trading tools available on the Website, including Breadth Charts, Crypto Screener, Economic Calendar, Crypto Heatmap, and Stock Heatmap.

8.2. TheBirbNest may deliver elements of the Program through third-party service providers (including Whop, Discord, TradingView, the Exchange Partner, and others). Millionaire Speedrun Access is provided free of charge for the duration of active participation. Upon lapse, removal, or withdrawal, access shall be revoked in accordance with Sections 6 and 12.

9. LEADERBOARD AND PRIZES

9.1. TheBirbNest maintains a Leaderboard ranking Participants by trading performance, updated daily in Discord. The scoring methodology is specified in the applicable Challenge Notice. Only trading via the Referral Link counts toward rankings.

9.2. Public display of the Participant's Discord username, ranking, and performance metrics on the Leaderboard is an inherent element of the Program and of the competitive structure. The Participant acknowledges this display. Further information, including the legal basis for this processing and the Participant's right to object, is set out in the Privacy Policy.

9.3. In the event of a dispute regarding Leaderboard data, TheBirbNest's determination, based on data received from the Exchange Partner, shall be final.

9.4. Each Challenge may include a Prize Pool funded entirely by the Exchange Partner. Prizes are awarded to top-ranking Participants per the Challenge Notice.

9.5. To receive a Prize, the winner shall provide TheBirbNest with required personal data within 7 (seven) days from the announcement of results. Transfer shall occur within 14 (fourteen) working days of receipt.

9.6. Prizes are paid in cryptocurrency unless prohibited in the winner's jurisdiction, in which case fiat payment may be arranged subject to TheBirbNest's agreement. The winner is obliged to verify whether receipt of the Prize in cryptocurrency is permitted in his/her jurisdiction.

9.7. The Participant is solely responsible for tax obligations arising from receiving a Prize. The Prize value may be reduced by applicable taxes. The cost of transfer is borne by TheBirbNest unless otherwise specified in the Challenge Notice.

9.8. TheBirbNest may withhold or refuse a Prize if:

- (a) required personal data was not provided completely or timely;
- (b) the Participant breached these Terms;
- (c) the ranking was achieved through manipulation, fraud, wash trading, or any other dishonest practice.

10. REGULATORY STATUS, LIABILITY AND DISCLAIMERS

10.1. Regulatory Status

10.1.1. TheBirbNest does not provide any crypto-asset services within the meaning of Regulation (EU) 2023/1114 (MiCA). In particular, TheBirbNest does not:

- (a) provide custody and administration of crypto-assets on behalf of clients;
- (b) operate a trading platform for crypto-assets;
- (c) exchange crypto-assets for funds or other crypto-assets;
- (d) execute orders for crypto-assets on behalf of clients;
- (e) receive and transmit orders for crypto-assets on behalf of clients;
- (f) place crypto-assets;
- (g) provide transfer services for crypto-assets on behalf of clients;
- (h) provide advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA;
- (i) provide portfolio management of crypto-assets.

10.1.2. TheBirbNest is not a broker, financial institution, exchange, custodian, investment advisor, or any other regulated service provider. TheBirbNest does not hold, receive, transfer, or exercise control over any Participant's funds or crypto-assets at any time.

10.1.3. The Program is an educational initiative combined with a competitive trading challenge. The Referral Link is a tracking mechanism for leaderboard scoring, activity verification, and the affiliate partnership with the Exchange Partner. Verification in the #verification channel serves solely to link the Participant's exchange account to the Program for those purposes. Neither the Referral Link nor Verification constitutes reception or transmission of orders or any other crypto-asset service under MiCA.

10.1.4. All content within the Program — including the Trade of the Day, webinars, Coursework, and market reports — is provided strictly for educational and informational purposes. They do not constitute advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA. Specifically:

- (a) the Trade of the Day is a general educational reference idea shared with the entire Participant community simultaneously; it is not personalized to any individual Participant's circumstances, financial situation, or objectives;
- (b) the Trade of the Day does not constitute a recommendation to buy, sell, or hold any specific crypto-asset;
- (c) each Participant remains solely and independently responsible for evaluating whether to act upon, modify, or disregard any content shared within the Program;
- (d) TheBirbNest does not assess the suitability or appropriateness of any trade for any individual Participant.

10.1.5. TheBirbNest recommends that Participants seek independent legal, financial, and tax advice before participating in the Program and before making any trading decisions.

10.2. Limitation of Liability

10.2.1. TheBirbNest, its affiliates, officers, employees, and contractors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from participation in the Program, including loss of profit, data, trading opportunities, or goodwill.

10.2.2. TheBirbNest shall not be liable for any loss caused by technical problems or limitations of third-party providers (including the Exchange Partner, Whop, Discord, or TradingView).

10.2.3. The Participant agrees not to hold TheBirbNest liable for any claim arising from any decision made based on content provided within the Program. For individual financial, legal, tax, or investment advice, the Participant should contact a qualified professional.

11. INTELLECTUAL PROPERTY

11.1. All Program content is the intellectual property of TheBirbNest or its licensors. The Participant receives a limited, non-exclusive, non-transferable, revocable license for personal, non-commercial educational use during active participation only.

11.2. Redistribution, reproduction, resale, or commercial use of any Program content without prior written consent is strictly prohibited and constitutes a material breach resulting in immediate and permanent removal.

12. WITHDRAWAL AND TERMINATION

12.1. These Terms are concluded at a distance by electronic means. Participation in the Program is free of charge and no payment is made to TheBirbNest at any time.

12.2. Right of withdrawal. To the extent that a statutory right of withdrawal applies to the Participant as a consumer, the Participant may withdraw from these Terms within 14 (fourteen) days of acceptance without giving any reason and without incurring any cost. To exercise this right, the Participant sends an unequivocal statement to support@thebirbnest.com or through the Discord ticketing system. Independently of that right, the Participant may terminate participation at any time under Section 12.3, with the same effect and at no cost.

12.3. The Participant may withdraw from the Program at any time by notifying TheBirbNest at support@thebirbnest.com or through the Discord ticketing system.

12.4. TheBirbNest may remove a Participant with immediate effect for: (a) breach of Sections 7.2(a)–(c); (b) breach of the Server Rules; (c) breach of intellectual property provisions; (d) fraud, wash trading, or Leaderboard manipulation; (e) any other material breach. Millionaire Speedrun Access may also lapse pursuant to the Activity Rule (Section 6.3).

12.5. TheBirbNest may suspend or terminate the Program in its entirety, or any individual Challenge, at any time at its sole discretion with reasonable advance notice. Termination shall not give rise to any claim for damages.

12.6. Upon withdrawal or removal, Millionaire Speedrun Access and all restricted content access shall be revoked.

13. DATA PROCESSING

13.1. Personal data of Participants is processed in accordance with the Privacy Policy of the Program, available at <https://millionairespeedrun.ai/legal/privacy-ms-en.pdf>.

13.2. Personal data of Server Members who are not enrolled in the Program is processed in accordance with the General Privacy Policy available at www.thebirbnest.com/privacy.

13.3. The Participant acknowledges that his/her Discord username, Leaderboard standings, and performance metrics may be displayed publicly. Prize winners' display names may be announced on Discord, the Website, and social media.

14. GENERAL PROVISIONS

14.1. Complaints

14.1.1. Complaints may be submitted through the Discord ticketing system, by e-mail to support@thebirbnest.com, or in writing to: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, Estonia. The complaint shall include the Participant's name or Discord username, contact details, and a detailed description. TheBirbNest shall respond within 14 (fourteen) days.

14.1.2. An ODR platform is available at <https://ec.europa.eu/consumers/odr> pursuant to Regulation (EU) No 524/2013. The Participant may also seek assistance from the Consumer Protection and Technical Regulatory Authority (Endla 10A, 10122 Tallinn, info@ttja.ee).

14.2. Amendments

14.2.1. TheBirbNest may amend these Terms for justified reasons (changes in law, regulatory guidance, new features, Exchange Partner changes, or clarification). Amendments shall be published at least 7 (seven) days before the effective date. A Participant who disagrees may withdraw per Section 12.3 before the effective date.

14.2.2. No amendment shall deteriorate Participant rights guaranteed at the time of enrollment, to the extent required by mandatory law.

14.2.3. Each version of these Terms carries a version identifier. Superseded versions remain available on request and in the legal archive on the Website.

14.3. Governing Law and Jurisdiction

14.3.1. These Terms are governed by the laws of the Republic of Estonia. Disputes which cannot be resolved amicably shall be submitted to the competent court in Estonia.

14.3.2. None of these Terms shall limit consumer rights under applicable mandatory law. In case of conflict, mandatory provisions prevail.

14.4. Final Provisions

14.4.1. These Terms, version v2026-09-10, enter into force on September 10, 2026 and apply to every Participant from the moment of acceptance in the Discord server.

14.4.2. The English language version of these Terms is binding. Any translation is provided for information purposes only; in case of discrepancy, the English version prevails.

14.4.3. If any provision is or becomes invalid or unenforceable, it shall not affect the remaining provisions.

14.4.4. All implied warranties are excluded to the fullest extent permitted by applicable law. In matters not regulated herein, Estonian law applies.

14.4.5. Contact: support@thebirbnest.com.