



Adaptive Risk Capital

ARC

Terms of Service

Last updated: 13 May 2026 · Version: 1.5

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These Terms of Service ("Terms") apply to all agreements between **Oakmont Marketing & Consultancy** ("ARC", "we", "us") and you ("customer", "you") concerning the purchase and delivery of the ARC Invest course and 1-on-1 Coaching via archybrid.io.

About the ARC brand

ARC is a brand name. The educational services under this name (ARC Invest course and 1-on-1 Coaching) are sold by Oakmont Marketing & Consultancy. The ARC Algo is provided under the same brand by **Wealth Wave Affiliation LTD** ("WWA", Czech Republic, CNB license 19819145), who as a regulated strategy provider carries all responsibility for the algo. When you sign up for the algo, WWA is your contracting counterparty and WWA's terms apply. These Terms govern only the educational services of Oakmont Marketing & Consultancy.

1. Parties and contact

Provider of educational services: Oakmont Marketing & Consultancy IFZA Business Park, DDP, PO Box 342001, Dubai, UAE License: 86831 Email: info@archybrid.io

Customer: the natural or legal person purchasing an educational service via archybrid.io.

2. Applicability

2.1 These Terms apply to all offers, agreements and deliveries of ARC's educational services.

2.2 Deviations are only valid if confirmed by us in writing.

2.3 By placing an order you confirm that you have read, understood and accepted these Terms, the [Risk Disclaimer](#), the [No Investment Advice Disclaimer](#) and the [Privacy Policy](#).

2.4 The applicability of any purchase or other terms of the customer is expressly rejected.

3. ARC products and services

3.1 ARC Invest course (€599, one-time)

- > Online educational programme on market frameworks and investing
- > Lifetime access to course materials for as long as ARC continues to offer the course
- > Access to the ARC Discord community
- > Video lessons, workbooks, and any announced live sessions

3.2 1-on-1 Coaching (€2,997, one-time)

- > Personal coaching sessions with Bodhi
- > Number and duration of sessions as stated on the product page at purchase
- > Includes access to the course + community

3.3 The ARC Algo — not provided by ARC The algo is provided by WWA. See section 11 for the scope.

3.4 No guarantees ARC makes no guarantee of returns, profit, learning outcomes or specific results. The course and coaching teach frameworks; whether and how you achieve results with them is entirely your responsibility. Examples, case studies and historical trades are illustrative.

4. Formation of the agreement

4.1 The agreement is formed when you place an order and our payment provider (Whop/Stripe) confirms payment.

4.2 We will send a confirmation by email. Keep this as proof of purchase.

4.3 ARC may refuse or retroactively cancel an order in case of (suspected) abuse, fraud, money laundering, action on behalf of third parties or inaccurate information.

5. Prices and payment

5.1 Prices are in euros (€), including any applicable VAT, unless stated otherwise.

5.2 Payment is processed via Whop with Stripe as payment provider. ARC does not see card data.

5.3 Accepted payment methods: IDEAL, credit card (Visa/Mastercard), Apple Pay, Google Pay and other methods as offered at checkout.

5.4 In case of chargeback or late payment your access is suspended immediately. Costs incurred by ARC as a result of an unjustified chargeback (e.g. transaction fees, admin costs) may be recovered from you.

5.5 Price changes do not apply retroactively to products already purchased.

6. Delivery and access

6.1 Upon confirmation of payment you receive within minutes:

- > Access to the course environment (via Whop)
- > Invitation to the Discord community
- > Welcome email sequence with instructions

6.2 For 1-on-1 Coaching you schedule sessions yourself via the provided link after purchase. Unused sessions expire 12 months after purchase unless agreed otherwise in writing.

6.3 If you do not receive a confirmation, check spam and contact info@archybrid.io.

6.4 ARC may from time to time update, expand or restructure course content. Nothing obliges us to keep specific content permanently available.

7. Right of withdrawal and refund

7.1 Because we deliver digital content with immediate access, you expressly waive your statutory right of withdrawal upon purchase once delivery has started (Art. 6:230p Dutch Civil Code / EU Consumer

Rights Directive Art. 16(m)).

7.2 For all details, exceptions and our additional goodwill policy, see the [Refund Policy](#).

8. Intellectual property

8.1 All rights to course materials, videos, workbooks, frameworks, text, illustrations, logos and community content belong to Oakmont Marketing & Consultancy or its licensors.

8.2 You receive a personal, non-transferable, non-exclusive and revocable licence to access the materials for your own non-commercial use.

8.3 Not permitted:

- > Sharing login credentials, account or access links
- > Reproducing, copying, distributing, streaming, publishing or commercially exploiting course material
- > Reselling, renting or sublicensing access or content
- > Scraping, scraping-bots or automated use of the platform
- > Reverse engineering or decompiling technical solutions

8.4 In case of breach, ARC may revoke your access immediately without refund. The following tiered liquidated damages apply:

- > **Major breach** (commercial redistribution of course material, public re-uploading, sublicensing to third parties, organised scraping, resale): liquidated damages of **€3,000 per breach**.
- > **Minor breach** (incidental account sharing, one-off content forwarding to a single individual, minor breaches without commercial harm): a warning or liquidated damages of **€500 per breach**.
- > **Continuation after notice**: maximum **€100 per day**, with a total cap of **30 days per breach**.

Without prejudice to ARC's right to claim additional actual damages where demonstrable commercial harm exceeds these amounts. These amounts are intended as proportionate liquidated damages within the meaning of Dutch Civil Code art. 6:94; if a court reduces them on grounds of disproportionality, the minimum liquidated damages payable shall equal **2x the purchase price**.

9. Community and code of conduct

9.1 The ARC Discord community is accessible only to paying customers.

9.2 In the community:

- > Respectful interaction with other members and moderators
- > No spam, self-promotion, affiliate links or scams without prior permission
- > No investment advice to other members — everyone is responsible for their own decisions
- > No sharing of course content outside the community
- > No hateful, discriminatory, illegal, sexually explicit or otherwise inappropriate content
- > No doxing, harassment or threats

9.3 ARC may warn, suspend or permanently remove members who breach these rules, without refund and without liability for lost benefit.

9.4 ARC is **not** responsible or liable for messages, opinions, advice or behaviour of other community members. Interactions between members are outside our responsibility.

9.5 **Moderation procedure.** ARC maintains an active moderation policy in the Discord community. We:

- > monitor public channels for breaches of art. 9.2, in particular investment-advice posts, scams and spam;
- > remove offending content or warn members within a reasonable timeframe after detection;
- > escalate repeat offenders to temporary suspension or permanent removal;
- > maintain an internal audit trail of enforcement actions.

Nothing in this article makes ARC responsible for the content or consequences of messages by other members (see art. 9.4). The moderation obligation in this article is a best-effort obligation, not a result obligation.

10. Customer's own responsibility

10.1 The course and coaching are purely educational. Everything you do with the knowledge gained — including trading financial markets, investing, taking risk — is entirely your own responsibility.

10.2 By purchasing you declare that you:

- > Acquire the course and coaching as an educational investment, not as investment advice
- > Are financially stable enough to bear the purchase price without financial hardship
- > Only trade with risk capital (money you can afford to lose)
- > Understand and accept the risks of trading
- > Do not expect any income, profit or specific outcome

11. The ARC Algo – scope and full disclaimer

11.1 The ARC Algo is **not** a product or service of Oakmont Marketing & Consultancy. It is provided under the ARC brand by Wealth Wave Affiliation LTD (WWA), licensed for this purpose by the Czech National Bank under license number 19819145.

11.2 When you sign up for the algo via archybrid.io, you are referred to WWA and enter into a separate agreement with WWA. WWA's terms, risk disclaimer, privacy policy and refund rules fully govern your algo subscription.

11.3 **Affiliate commission disclosure.** Oakmont Marketing & Consultancy receives an affiliate commission from WWA per customer signed up via ARC. This commission is paid by WWA, not by you — the price you pay to WWA is not increased by the commission. The existence of this commission may create a conflict of interest between our educational recommendation and what is optimal for you. You are therefore advised to read independently about the algo at WWA, compare alternatives, and make your own decision. For specific commission information or further details, email info@archybrid.io.

11.4 Oakmont Marketing & Consultancy has **no** access to your broker account, capital or trading data, and cannot be held liable for:

- > Results, profits or losses from the algo
- > Technical failures, downtime, slippage, incorrect executions or missed trades
- > Acts or omissions of WWA, brokers or other third parties
- > Compliance or regulatory matters relating to the algo

11.5 For all questions, complaints, refunds, data requests or legal matters regarding the algo, contact WWA directly.

12. Limitation of liability

12.1 Oakmont Marketing & Consultancy provides educational content "as is". We make no warranties, express or implied, regarding fitness for a particular purpose, quality, error-free operation or availability.

12.2 To the extent permitted by law, Oakmont Marketing & Consultancy and its directors, employees, coaches, affiliates, licensors and partners exclude all liability for:

- > Direct, indirect, special, incidental or consequential damages
- > Lost profits, opportunity costs, lost income, data loss or reputational damage
- > Trading losses, investment losses or unrealised profits
- > Damage resulting from acts or omissions of third parties (brokers, payment providers, hosting providers, WWA, Whop, Discord, GetResponse, Stripe, etc.)
- > Downtime, outages, unauthorised access or security incidents
- > Decisions you make based on the course, coaching, community posts or other content

12.3 **Liability cap:** the total liability of Oakmont Marketing & Consultancy on any ground whatsoever is in any event limited to the amount you paid ARC in the 12 months preceding the cause of damage for the relevant service. If you paid nothing, liability is nil.

12.4 Claims are forfeited if not reported to ARC in writing within 12 months of discovery.

12.5 The exclusions and limitations in this article do not apply to damage caused by wilful misconduct or gross negligence of Oakmont Marketing & Consultancy itself, nor to consumer rights that apply mandatorily under law.

13. Indemnification

13.1 You indemnify Oakmont Marketing & Consultancy and its staff against all third-party claims (including tax authorities, regulators, brokers or other participants) arising from:

- > Your use of the course, coaching or community
- > Your trading decisions
- > Your breach of these Terms
- > Your infringement of third-party rights (IP, privacy, etc.)

14. Force majeure

14.1 ARC is not liable for delay or non-performance caused by force majeure, including: technical failures, internet/platform outages, DDoS attacks, governmental measures, pandemics, war, natural disasters, strikes, failures of suppliers (Whop, Discord, GetResponse, Stripe, hosting) and any other circumstances beyond ARC's reasonable control.

15. Privacy and communications

15.1 See our [Privacy Policy](#) for how we process your data.

15.2 By purchasing you agree to transactional and service communications by email. Marketing emails are sent only with your separate consent. You can unsubscribe at any time via the unsubscribe link.

16. Changes

16.1 ARC may amend these Terms. For substantive changes we notify you at least 30 days in advance by email.

16.2 The most recent version is always available at archybrid.io/terms.

16.3 If you disagree with a change, you may cancel your account. Continued use after the effective date constitutes acceptance.

17. Termination

17.1 These Terms apply for as long as you have access to our services.

17.2 ARC may terminate the agreement with immediate effect and without refund if you materially breach these Terms, commit fraud, initiate a chargeback without reasonable ground, or otherwise harm the reputation or operation of ARC or the community.

17.3 Termination does not affect provisions that by their nature survive (IP, liability, indemnification, governing law and forum).

18. Assignment

18.1 ARC may assign rights and obligations under these Terms to affiliated entities or legal successors, without your prior consent.

18.2 You may not assign rights or obligations without ARC's written consent.

19. Complaints and disputes

19.1 Submit complaints with reasoning to info@archybrid.io. We aim to respond substantively within 14 days.

19.2 Unresolved?

- > EU consumers: European Online Dispute Resolution via ec.europa.eu/odr
- > NL consumers additionally: De Geschillencommissie (degeschillencommissie.nl)

20. Governing law and jurisdiction

20.1 These Terms are governed by the laws of the United Arab Emirates (Emirate of Dubai).

20.2 For consumers within the EU, mandatory consumer protection of their country of residence additionally applies as required by Regulation (EC) 593/2008 (Rome I) art. 6, insofar as such protection cannot be waived by contract.

20.3 Jurisdiction (split):

(a) **For consumers domiciled in an EU Member State:** at your option, you may bring a dispute before the competent court of your country of residence (as provided under Regulation (EU) 1215/2012 (Brussels I bis Recast) arts. 17–19) **or** before the competent court in Dubai, UAE. ARC may sue you only in the courts of your country of residence.

(b) **For consumers outside the EU and for B2B customers and legal entities:** all disputes are submitted exclusively to the competent court in Dubai, UAE.

(c) **Fallback:** if subsection (b) is found unenforceable on mandatory grounds for a specific customer, the competent court of the claimant's country of residence applies instead.

21. Final provisions

21.1 **Severability.** If any provision of these Terms is found to be wholly or partially null, void or unenforceable:

- > The parties shall replace such provision with a valid provision that corresponds as closely as possible to the original intent and commercial balance;
- > The remaining provisions remain in full force;
- > **Specific fallbacks:**
 - > If art. 20.3(b) (jurisdiction) is unenforceable: the competent court of the claimant's country of residence applies instead.
 - > If the liquidated damages amounts in art. 8.4 are reduced as disproportionate: liquidated damages of **2x the purchase price** apply instead.
 - > If art. 12 (limitation of liability) is wholly unenforceable: the minimum liability allowed by law applies, while preserving the cap stated in art. 12.3.

21.2 No delay or omission by ARC in exercising any right under these Terms constitutes a waiver of that right.

21.3 **Entire agreement.** These Terms, together with the following documents as in force on the date of your purchase, constitute the entire agreement between you and ARC regarding the educational services:

- > [Privacy Policy](#)

- > [Risk Disclaimer](#)
- > [No Investment Advice Disclaimer](#)
- > [Cookie Policy](#)
- > [Refund Policy](#)
- > [Impressum](#)

No oral statements, website banners, advertisements, marketing communications or community posts override these documents.

22. Contact

Oakmont Marketing & Consultancy Email: info@archybrid.io Address: IFZA Business Park, DDP, PO Box 342001, Dubai, UAE