



TNL TERMS AND CONDITIONS

Effective Date: July 10, 2026

Last Updated: July 10, 2026

These Terms & Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and TNL Academy LLC ("TNL Academy," "TNL," "TNL Fitness," "we," "our," or "us"). These Terms govern your access to and use of the website located at tnlacademy.com (including any successor domains), all associated subdomains, applications, AI tools, digital content, memberships, fitness services, NFTs, and any other products or services offered by TNL Academy LLC (collectively, the "Platform").

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must discontinue use immediately.

For any notices or legal correspondence, contact TNL Academy LLC at 33747 N Scottsdale Rd, Suite 125, SCOTTSDALE, AZ 85266, USA or via email at tnlacademy.official@gmail.com.

1. Definitions

For purposes of these Terms, the following definitions apply:

1.1 "Platform" refers to the TNL Academy website, applications, AI systems, digital tools, and all related services, including but not limited to fitness content, trading education, mindset courses, NFT utilities, and membership portals.

1.2 "Services" refers to all offerings provided by TNL Academy, including educational courses, fitness programs, online personal training, AI-powered tools, digital downloads, graphic design services, memberships, and NFTs.

1.3 "Content" refers to all materials provided by TNL Academy, including videos, courses, workouts, documents, graphics, designs, calculators, AI outputs, and any other intellectual property.

1.4 "AI Tools" refers to any artificial intelligence features, automated systems, chat interfaces, or algorithmic tools integrated into the Platform.

1.5 "NFTs" refers to blockchain-based digital assets offered by TNL Academy, including the TNL Mastermind NFT collection.

1.6 "User Account" refers to any account created by a User for access to the Platform.

1.7 "Third-Party Services" refers to external platforms integrated with the Platform, including Stripe, Crossmint, analytics tools, AI providers, and communication platforms.



1.8 “Digital Goods” refers to downloadable or access-based digital products such as courses, workout programs, PDFs, and exclusive NFT utilities.

1.9 “Subscription Services” refers to recurring membership plans offered by TNL Academy.

1.10 “Agreement” refers collectively to these Terms, the Privacy Policy, and any additional policies referenced herein.

2. Acceptance of Terms

By accessing or using the Platform, you affirm that you have read, understood, and agree to be bound by these Terms in their entirety. You acknowledge that you are at least fifteen (15) years of age or have verifiable parental or guardian consent, and that you possess the legal capacity to enter into this Agreement. You further agree to comply with all applicable laws, regulations, and third-party terms governing your use of the Platform. You understand and agree that TNL Academy may update, modify, or revise these Terms at any time without prior notice, and that your continued use of the Platform after such modifications constitutes acceptance of the revised Terms. If at any time you do not agree to these Terms, you must immediately discontinue use of the Platform.

3. Educational Purpose and General Disclaimer

The Platform provides educational content related to forex and cryptocurrency trading, blockchain fundamentals, fitness and nutrition education, mindset development, and other informational subjects. All Content is provided strictly for educational and informational purposes. Nothing contained on the Platform constitutes professional, financial, legal, medical, nutritional, psychological, or investment advice. You acknowledge that TNL Academy LLC, its founder Isaiah “Zay” Molina, and all contributors are not licensed financial advisors, investment professionals, medical providers, nutritionists, therapists, or legal consultants, and that all Content reflects personal knowledge, experience, and educational interpretation rather than professional or certified expertise.

You understand that no guarantees are made regarding financial results, fitness outcomes, health improvements, trading performance, psychological or mindset changes, or the accuracy or completeness of educational materials. You further acknowledge that you assume full responsibility for any decisions or actions taken based on the Content, including but not limited to trading strategies, fitness programs, nutritional suggestions, mindset practices, or AI-generated outputs. TNL Academy LLC expressly disclaims any liability for losses, injuries, or adverse outcomes arising from your use of the Platform.

4. AI Tools and Automated Content Disclaimer

The Platform incorporates AI-powered tools designed to generate personalized recommendations, workout plans, educational explanations, trading insights, and other automated outputs. You acknowledge and agree that AI-generated content may be incomplete, inaccurate, outdated,

misinterpreted, or unsuitable for your personal circumstances. AI outputs do not constitute professional advice of any kind, and you must not rely solely on AI-generated information when making decisions involving health, fitness, finance, trading, nutrition, or personal well-being.

You understand that AI Tools may process user inputs to generate responses and that such processing is conducted in accordance with the TNL Academy Privacy Policy. You agree not to use AI Tools to generate harmful, illegal, abusive, deceptive, or misleading content, nor to use AI outputs as a substitute for professional guidance. You acknowledge that AI Tools may experience interruptions, errors, rate limitations, outages, or failures due to technical limitations or third-party service providers, and that TNL Academy LLC is not liable for any unavailability or malfunction of AI Tools. You assume all risks associated with the use of AI Tools and agree that TNL Academy LLC bears no responsibility for any actions taken or decisions made based on AI-generated content.

5. Personal Responsibility and Assumption of Risk

By using the Platform, you acknowledge and agree that you are solely responsible for your actions, decisions, and outcomes. You understand that it is your responsibility to evaluate the accuracy, applicability, and risks associated with any Content provided through the Platform. You agree to conduct independent research and seek professional advice where appropriate, particularly in matters involving financial decisions, health, fitness, nutrition, or psychological well-being.

You assume all risks associated with applying any educational content, including but not limited to trading strategies, fitness programs, nutritional suggestions, mindset practices, or AI-generated outputs. You acknowledge that TNL Academy LLC is not liable for injuries, financial losses, health issues, psychological effects, emotional outcomes, or damages of any kind arising from your use of the Platform. You agree to use the Platform responsibly and in accordance with all applicable laws, and you accept full responsibility for any consequences resulting from your reliance on the Content or Services provided.

6. Founder Disclaimer

Before participating in any fitness-related Services offered through the Platform, including but not limited to online personal training, pre-built workout programs, exercise instructional videos, nutritional tools, and any fitness-related educational content, you agree that you have obtained appropriate medical clearance from a qualified healthcare provider. You acknowledge that physical exercise, nutritional changes, and fitness activities inherently involve risks, including but not limited to muscle strain, sprains, tears, joint injuries, cardiovascular events, respiratory distress, dehydration, heat-related illness, and aggravation of pre-existing medical conditions. You further acknowledge that TNL Academy LLC is not a medical organization and does not employ licensed medical professionals, dietitians, or nutritionists, and that any fitness or nutritional information provided through the Platform is strictly educational in nature.

By using the Platform's fitness Services, you represent and warrant that you are in good physical condition, have no medical or health conditions that would prevent safe participation, and have voluntarily chosen to engage in physical activity at your own risk. You agree to immediately discontinue any exercise or activity if you experience dizziness, faintness, pain, shortness of breath, or any other symptoms that

may indicate a medical issue. You understand and agree that TNL Academy LLC is not liable for any injuries, health complications, or adverse outcomes arising from your participation in fitness activities, whether such outcomes occur during or after use of the Platform. You further agree to complete any required waivers, forms, or questionnaires prior to accessing fitness Services and acknowledge that failure to disclose relevant medical information constitutes a breach of these Terms.

7. Financial Risk Disclosure and Trading Disclaimer

The Platform provides educational content related to forex trading, cryptocurrency trading, blockchain fundamentals, and financial market concepts. You acknowledge that trading financial instruments involves substantial risk, including the risk of significant financial loss, market volatility, liquidity issues, leverage-related losses, and complete loss of invested capital. You understand that TNL Academy LLC is not a licensed financial advisor, broker, investment professional, or fiduciary, and that all trading-related content is provided solely for educational purposes. Nothing on the Platform should be interpreted as financial advice, investment recommendations, or guidance tailored to your personal financial situation.

You acknowledge that past performance is not indicative of future results and that financial markets are unpredictable and subject to rapid changes. You agree that you are solely responsible for conducting independent research, verifying information, and seeking professional financial advice before making any investment or trading decisions. TNL Academy LLC expressly disclaims any liability for financial losses, trading outcomes, or decisions made based on educational content, AI-generated outputs, or any other information provided through the Platform. You assume full responsibility for your trading activities and agree that TNL Academy LLC bears no responsibility for any losses, damages, or adverse financial outcomes arising from your participation in financial markets.

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8. Subscription Memberships, Recurring Billing, and Payment Terms

Certain Services offered through the Platform operate on a subscription basis. By enrolling in a subscription plan, you authorize TNL Academy LLC to charge your selected payment method on a recurring basis for the duration of your subscription. You acknowledge that subscription fees may be billed monthly, quarterly, annually, or according to another billing cycle specified at the time of purchase. You agree that your subscription will automatically renew at the end of each billing cycle unless you cancel your subscription prior to the renewal date.

You understand that cancellation of a subscription must be completed through your User Account or by contacting TNL Academy support and that cancellation will take effect at the end of the current billing cycle. You acknowledge that subscription fees are non-refundable once a billing cycle has begun and that partial billing periods will not be prorated or refunded. TNL Academy LLC reserves the right to modify subscription pricing, billing cycles, or available subscription tiers at any time. Any changes to subscription pricing will apply to future billing cycles, and continued use of the Platform constitutes acceptance of such changes.

You acknowledge that TNL Academy LLC may utilize third-party payment processors, including but not limited to Stripe, PayPal, or cryptocurrency payment gateways, to facilitate subscription payments. You

agree to comply with all terms and conditions imposed by such third-party processors and acknowledge that TNL Academy LLC is not responsible for errors, delays, or failures caused by third-party payment systems.

9. Refund Policy for Courses, Fitness Programs, Personal Training, and NFTs

TNL Academy LLC offers limited refund windows for certain Services. Refund eligibility is strictly governed by the timeframes and conditions set forth in this section. Refund requests must be submitted through the Platform's support chat within the applicable refund window. Requests submitted within the designated timeframe will be honored even if TNL Academy LLC does not review or respond until after the window has elapsed.

Refunds for paid educational courses are available only within forty-eight (48) hours of purchase. Refunds for pre-built workout programs are available only within twenty-four (24) hours after access has been granted. Refunds for online personal training Services are available only within fourteen (14) days after purchase and signing of the required contract. You acknowledge that online personal training requires a contractual commitment of three (3), six (6), or twelve (12) months and may include early termination fees as outlined in the personal training contract.

All NFT purchases are final and non-refundable due to the irreversible nature of blockchain transactions. You acknowledge that NFT minting, pricing, and delivery are facilitated through third-party platforms such as Crossmint and that TNL Academy LLC has no control over blockchain confirmations, gas fees, wallet interactions, or market volatility. You agree that dissatisfaction with NFT pricing, market fluctuations, or NFT utility does not constitute grounds for a refund.

No refunds will be issued outside the specified windows under any circumstances.

10. User Accounts, Security Obligations, and Account Management

To access certain Services, you must create a User Account. You agree to provide accurate, complete, and up-to-date information during account creation and to update such information as necessary to maintain its accuracy. You acknowledge that you are solely responsible for maintaining the confidentiality of your login credentials and for all activities conducted under your User Account. You agree not to share your login credentials with any third party, permit unauthorized access, or engage in any activity that compromises the security of your account.

You understand that TNL Academy LLC is not liable for unauthorized access to your account resulting from your failure to secure your credentials, use strong passwords, or implement appropriate security measures. You agree to notify TNL Academy LLC immediately if you suspect any unauthorized access, breach, or misuse of your account. TNL Academy LLC reserves the right to suspend, restrict, or terminate User Accounts at its sole discretion for violations of these Terms, suspicious activity, fraudulent behavior, or any conduct deemed harmful to the Platform or its users.

You acknowledge that account termination may result in loss of access to all purchased Services, digital goods, memberships, fitness programs, and NFT utilities, and that no refunds will be issued upon termination. You further acknowledge that TNL Academy LLC may retain certain account information as required for legal compliance, operational purposes, or security obligations.

11. User Conduct and Acceptable Use Requirements

By accessing or using the Platform, you agree to conduct yourself in a lawful, respectful, and responsible manner at all times. You acknowledge that your behavior on the Platform must not interfere with the rights, safety, or experience of other users, nor may it disrupt or compromise the integrity, security, or functionality of the Platform. You agree that you will not engage in any conduct that is unlawful, harmful, fraudulent, defamatory, abusive, harassing, threatening, or otherwise objectionable. You further agree that you will not upload, transmit, distribute, or otherwise make available any content that infringes upon the intellectual property rights, privacy rights, or other legal rights of any individual or entity.

You acknowledge that the Platform prohibits any attempt to reverse engineer, decompile, modify, or otherwise manipulate the underlying software, systems, or architecture of the Platform. You agree not to use automated scripts, bots, scrapers, or other technological tools to access, collect, or harvest data from the Platform without explicit written authorization from TNL Academy LLC. You further agree not to impersonate any person or entity, misrepresent your identity, or attempt to gain unauthorized access to any portion of the Platform, including restricted areas, administrative systems, or other users' accounts.

You understand that TNL Academy LLC reserves the right to monitor user activity for compliance with these Terms and may, at its sole discretion, suspend, restrict, or terminate your access to the Platform if your conduct is deemed inappropriate, harmful, or in violation of these Terms. You acknowledge that such termination may occur without prior notice and may result in the loss of access to all purchased Services, digital goods, memberships, fitness programs, and NFT utilities. You agree that TNL Academy LLC bears no liability for any damages or losses arising from enforcement actions taken under this section.

12. Intellectual Property Rights and Ownership of Content

All Content provided through the Platform, including but not limited to educational materials, videos, workout programs, graphics, designs, logos, branding elements, AI-generated outputs, written content, digital downloads, and NFT artwork, is the exclusive property of TNL Academy LLC and its authorized contributors. Such Content is protected by copyright, trademark, trade secret, and other intellectual property laws. You acknowledge that your use of the Platform does not grant you any ownership rights or licenses to the Content beyond the limited, revocable, non-exclusive license expressly granted under these Terms.

You agree that you will not copy, reproduce, distribute, modify, publish, display, perform, create derivative works from, or otherwise exploit any Content without prior written permission from TNL Academy LLC. You further acknowledge that NFT ownership does not confer ownership of the underlying artwork or intellectual property; rather, NFT ownership grants a limited license for personal, non-commercial use of

the associated digital asset. You agree not to use NFT artwork for commercial purposes, resale, branding, or promotional activities without explicit written authorization.

You understand that unauthorized use of TNL Academy's intellectual property constitutes a violation of these Terms and may result in legal action, including but not limited to claims for damages, injunctive relief, and termination of your access to the Platform. You agree to indemnify and hold harmless TNL Academy LLC from any claims arising from your misuse of intellectual property.

13. Digital Goods, Downloadable Content, and License Restrictions

The Platform offers access to digital goods, including downloadable files, educational courses, workout programs, PDFs, and exclusive NFT utilities. You acknowledge that digital goods are licensed to you for personal use only and are not sold to you outright. You understand that your license to access digital goods is revocable, non-transferable, and non-exclusive, and that TNL Academy LLC retains full ownership of all digital content.

You agree that digital goods may not be redistributed, resold, shared, uploaded, or otherwise made available to third parties without explicit written permission. You acknowledge that digital goods are non-refundable once delivered or accessed, regardless of whether you download, view, or utilize the content. You further understand that access to digital goods may be contingent upon maintaining an active User Account, subscription, or NFT ownership, and that loss of eligibility may result in loss of access without refund.

You acknowledge that TNL Academy LLC may update, modify, or discontinue digital goods at any time and that such modifications do not entitle you to refunds or compensation. You agree that TNL Academy LLC bears no liability for any damages arising from your inability to access digital goods due to account termination, technical issues, or changes in eligibility requirements.

14. Third-Party Platforms, Integrations, and External Services

The Platform integrates with various third-party services, including but not limited to Stripe for payment processing, Crossmint for NFT minting and delivery, analytics tools for performance monitoring, AI providers for automated content generation, and communication platforms for messaging and support. You acknowledge that your use of these third-party services is subject to the terms, conditions, and privacy policies established by the respective providers.

You understand that TNL Academy LLC does not control third-party systems and is not responsible for outages, errors, delays, data breaches, or failures caused by external platforms. You acknowledge that blockchain networks, gas fees, wallet interactions, and market volatility are governed by decentralized systems outside the control of TNL Academy LLC. You agree that TNL Academy LLC bears no responsibility for losses arising from blockchain failures, wallet breaches, smart contract errors, or third-party service disruptions.

You further acknowledge that third-party integrations may require the transmission of certain data, including personal information, to external providers. You consent to such data transmission as necessary for the operation of the Platform and agree to comply with all third-party terms governing your use of external services. You understand that TNL Academy LLC may modify or discontinue third-party integrations at any time without prior notice and that such changes do not entitle you to refunds or compensation.

15. NFT Terms, Blockchain Risk Disclosure, and Utility Access

TNL Academy LLC offers blockchain-based digital assets known as TNL Mastermind NFTs, which are minted on the BNB Smart Chain. You acknowledge that NFTs are intangible digital collectibles and do not represent investments, securities, equity, or ownership interests in TNL Academy LLC. You understand that NFT prices may fluctuate due to market conditions, supply and demand, blockchain fees, and cryptocurrency volatility, and that TNL Academy LLC bears no responsibility for changes in market value.

You acknowledge that all NFT purchases are final and non-refundable due to the irreversible nature of blockchain transactions. You understand that NFT minting, pricing, and delivery are facilitated through third-party platforms such as Crossmint and that TNL Academy LLC does not control blockchain confirmations, wallet interactions, or smart contract functionality. You agree that TNL Academy LLC is not liable for losses arising from blockchain failures, wallet breaches, gas fees, network congestion, or user error.

You understand that certain NFT utilities, including access to exclusive courses, fitness programs, or mindset content, require verification of NFT ownership through wallet connection and manual review by TNL Academy LLC. You acknowledge that access to NFT utilities is maintained only while the NFT remains in your verified wallet and that transfer or sale of the NFT will result in automatic revocation of utility access. You further acknowledge that NFT utilities may be modified, expanded, or discontinued at any time without prior notice and that such changes do not entitle you to refunds or compensation.

16. Digital Delivery and Access Requirements

All digital products offered by TNL Academy LLC, including courses, memberships, workout programs, nutritional tools, mindset content, and NFT utilities, are delivered electronically through the Platform. Access to digital products requires a valid User Account and may require email verification, wallet verification, or completion of onboarding forms. You acknowledge that digital delivery may involve automated systems, manual review, or third-party integrations, and that delivery times may vary depending on system load, verification requirements, or blockchain network conditions.

You understand that access to digital products is contingent upon maintaining an active User Account in good standing. Termination, suspension, or deletion of your account will result in immediate loss of access to all digital products, regardless of remaining membership duration or unused content. You further acknowledge that digital products may be updated, modified, or replaced at any time, and that such updates do not entitle you to refunds, credits, or compensation.

NFT utilities require verification of wallet ownership and may require manual approval by TNL Academy LLC. Access to NFT utilities is maintained only while the NFT remains in the verified wallet. Transfer or sale of the NFT will result in automatic revocation of access unless the new wallet is verified. You acknowledge that TNL Academy LLC bears no responsibility for delays or failures in wallet verification caused by blockchain networks, wallet providers, or third-party systems.

17. Failed Payments, Chargebacks, and Fraud

If a payment fails, is reversed, or is disputed, TNL Academy LLC reserves the right to suspend or terminate access to all purchased Services until the issue is resolved. You acknowledge that failure to complete payment constitutes a breach of these Terms and may result in permanent loss of access without refund. You understand that access to digital products, memberships, online personal training, and NFT utilities may be revoked immediately upon payment failure.

You agree that initiating a chargeback or payment dispute for valid purchases violates these Terms. TNL Academy LLC may provide evidence of delivery, access logs, wallet verification, communication records, or contract agreements to payment processors in response to disputes. You acknowledge that fraudulent chargebacks may result in account termination, denial of future access, and potential legal action.

You further agree that you are responsible for all fees, penalties, or costs associated with failed payments, chargebacks, or fraudulent activity, including attorneys' fees and administrative costs incurred by TNL Academy LLC. You understand that cryptocurrency payments are irreversible and that disputes related to blockchain transactions must be resolved directly with the wallet provider or payment processor.

18. NFT Terms, Blockchain Risk Disclosure, and Utility Access

Each category of Services offered by TNL Academy LLC is governed by specific terms and conditions in addition to the general provisions of these Terms. By purchasing or accessing any Service, you acknowledge and agree to the applicable product-specific terms described in this section.

Courses: Courses offered through the Platform provide digital access to educational materials for the duration specified at checkout or in the course description. Access requires a valid User Account and may require completion of onboarding steps such as email verification or acceptance of supplemental policies. Course content may include videos, written lessons, downloadable resources, quizzes, and other educational tools. TNL Academy LLC reserves the right to update, modify, reorganize, or replace course content at any time without prior notice, including the addition or removal of modules or lessons. Course content is provided strictly for educational purposes and does not constitute professional advice in any field. You acknowledge that course access may expire at the end of the stated access period and that continued access may require renewal or repurchase at the then-current price. No guarantees are made regarding learning outcomes, financial results, fitness progress, or any other specific results from course participation.

Pre-Built Workout Programs: Pre-Built Workout Programs are standardized fitness programs delivered digitally through the Platform. Access requires a valid User Account and may require completion of a fitness waiver prior to participation. These programs may include structured workout schedules, exercise demonstrations, written instructions, and optional educational materials. TNL Academy LLC reserves the right to update, modify, or replace Pre-Built Workout Programs at any time, including changes to exercise selection, progression schemes, or program duration. You acknowledge that TNL Academy LLC does not verify the age of purchasers and assumes no responsibility for use by minors. All participation in Pre-Built Workout Programs is voluntary and undertaken at your own risk. You are solely responsible for determining whether the program is appropriate for your fitness level, health status, and physical capabilities, and you agree to consult a qualified healthcare provider before beginning any exercise program.

Online Personal Training: Online Personal Training is a customized fitness service delivered exclusively through the TNL Academy Platform. It may include individualized workout programming, progress tracking, messaging, video meetings, educational guidance, and other forms of support as described at the time of purchase or in the Personal Training Contract. Participation requires signing a separate contract and waiver acknowledging the risks of physical activity, the terms of service delivery, and any applicable early termination fees. Trainer availability, response times, and scheduling options may vary and are not guaranteed. All communication, program delivery, and progress tracking occur through the Platform.

Clients may request a temporary freeze or pause of their personal training plan and associated payments. Freeze eligibility, duration, limits, and approval requirements are governed exclusively by the Personal Training Contract. The Terms & Conditions acknowledge that freezes exist but do not define their operational details. All freeze rules, cancellation rules, early termination fees (including the 25% remaining balance fee), payment schedules, monthly commitments, , and service-specific obligations are fully outlined in the Personal Training Contract, which supersedes this section for all personal training-specific matters.

Graphic Design Services: Graphic Design Services include the creation of visual assets such as logos, social media graphics, thumbnails, flyers, advertisements, website elements, and other digital designs for personal or commercial use. Prior to commencement of work, TNL Academy LLC will communicate the project scope, pricing, and any applicable timelines. Clients are required to pay fifty percent (50%) of the agreed project price upfront before work begins. Watermarked drafts or previews may be provided for review and feedback. Upon final approval of the design, the remaining balance is due in full before delivery of the non-watermarked final files. Ownership of the final design and associated intellectual property rights transfers to the client only upon receipt of full payment, subject to any licensing limitations expressly stated in writing.

Clients are entitled to a reasonable number of revisions as specified at the time of engagement; revisions beyond the included amount may incur additional fees. If a client cancels the project before work has begun, TNL Academy LLC may issue a full refund of the upfront payment. If work has already commenced, only a portion of the upfront payment may be refunded, reflecting the work completed to date. TNL Academy LLC reserves the right to showcase completed designs in portfolios, marketing materials, or case studies unless the client expressly requests otherwise in writing.

NFT Utilities: NFT Utilities refer to exclusive access rights, content, or benefits associated with ownership of specific TNL Mastermind NFTs, including but not limited to access to specialized courses, fitness programs, or mindset content. Access requires verification of NFT ownership through wallet connection and may involve manual review by TNL Academy LLC. Access is maintained only while the NFT remains in the verified wallet; transfer, sale, or removal of the NFT from the verified wallet will result in automatic revocation of associated utilities unless and until a new wallet is verified as the current owner.

TNL Academy LLC reserves the right to modify, expand, limit, or discontinue NFT Utilities at any time without prior notice. All NFT purchases are final and non-refundable due to the irreversible nature of blockchain transactions. You acknowledge that blockchain networks, gas fees, wallet security, smart contract functionality, and market volatility are outside the control of TNL Academy LLC. TNL Academy LLC makes no guarantees regarding the value, rarity, or future utility of any NFT and is not liable for losses arising from blockchain failures, wallet breaches, market conditions, or user error.

19. Service Availability and Modification Rights

TNL Academy LLC strives to maintain continuous access to the Platform; however, you acknowledge that Services may be interrupted due to maintenance, updates, technical issues, or external factors beyond TNL's control. TNL Academy LLC does not guarantee uninterrupted access, error-free operation, or consistent performance of the Platform or any associated Services.

You acknowledge that TNL Academy LLC may modify, suspend, or discontinue any Service, feature, or digital product at any time without prior notice. Such modifications may include updates to course content, changes to fitness programs, adjustments to NFT utilities, or revisions to membership offerings. You agree that modifications do not entitle you to refunds, credits, or compensation and that continued use of the Platform constitutes acceptance of such changes.

20. Communications, Notifications, and Marketing Consent

By creating a User Account or otherwise engaging with the Platform, you consent to receive communications from TNL Academy LLC, including administrative notifications, service updates, security alerts, account-related messages, and marketing communications. These communications may be delivered through email, SMS, in-app notifications, or other electronic means. You acknowledge that certain communications, such as account verification messages, security alerts, and transactional notices, are necessary for the proper functioning of the Platform and cannot be opted out of unless you terminate your User Account entirely.

You understand that marketing communications may include promotional offers, updates regarding new Services, announcements related to NFT utilities, fitness program releases, or other information relevant to TNL Academy LLC. You may opt out of marketing communications at any time by following the unsubscribe instructions provided in the communication or by contacting TNL Academy support. You acknowledge that opting out of marketing communications does not affect your receipt of essential administrative or transactional messages. You further agree that TNL Academy LLC bears no liability for

any delays, failures, or technical issues related to the delivery of communications, whether caused by third-party providers, network disruptions, or user device limitations.

21. Cookies, Analytics, Tracking Technologies, and Data Usage

The Platform utilizes cookies, web beacons, tracking pixels, analytics tools, and similar technologies to enhance user experience, analyze usage patterns, improve functionality, and deliver personalized content. By using the Platform, you consent to the use of such technologies as described in the TNL Academy Privacy Policy. You acknowledge that cookies may store information such as session identifiers, user preferences, authentication tokens, and usage metrics, and that disabling cookies may impair your ability to access certain features or Services.

You understand that TNL Academy LLC may use analytics tools provided by third parties to collect information about user interactions, including page views, navigation patterns, device characteristics, geographic data, and engagement metrics. This information may be used to optimize the Platform, improve Service offerings, enhance AI performance, and support marketing initiatives. You acknowledge that analytics data may be transmitted to third-party providers and processed in accordance with their respective privacy policies.

You further understand that certain tracking technologies may be used to support security functions, detect fraudulent activity, and ensure compliance with these Terms. You consent to the use of such technologies and acknowledge that TNL Academy LLC may retain analytics and tracking data as necessary for operational, legal, or security purposes.

22. Data Collection, Privacy, Storage, and Retention

Your use of the Platform is subject to the TNL Academy Privacy Policy, which outlines how personal information is collected, stored, processed, and retained. By using the Platform, you consent to the collection of personal information necessary for account creation, payment processing, Service delivery, NFT verification, fitness program administration, and communication. You acknowledge that TNL Academy LLC may collect information such as your name, email address, payment details, wallet address, fitness data, usage metrics, and interactions with AI Tools.

You understand that TNL Academy LLC may store personal information on secure servers and may utilize third-party service providers for data hosting, payment processing, analytics, and communication. You acknowledge that no system is entirely secure and that TNL Academy LLC cannot guarantee the absolute security of data transmitted over the internet. You agree that TNL Academy LLC is not liable for data breaches, unauthorized access, or security incidents caused by third-party providers, network vulnerabilities, or user negligence.

You acknowledge that TNL Academy LLC may retain personal information for as long as necessary to fulfill operational requirements, comply with legal obligations, enforce these Terms, resolve disputes, or maintain security. You may request deletion of certain personal information where permitted by law; however, TNL Academy LLC may retain data that is required for compliance, recordkeeping, or

contractual obligations. You understand that deletion of certain data may result in loss of access to Services, digital goods, or NFT utilities.

23. Service Availability, Technical Limitations, and Platform Modifications

TNL Academy LLC strives to provide continuous and reliable access to the Platform; however, you acknowledge that the Platform may experience interruptions, delays, errors, or outages due to maintenance, updates, technical issues, third-party failures, or circumstances beyond TNL Academy's control. You understand that TNL Academy LLC does not guarantee uninterrupted access, error-free operation, or consistent performance of the Platform or any associated Services.

You acknowledge that TNL Academy LLC may modify, update, enhance, or discontinue any aspect of the Platform at any time, including but not limited to features, functionalities, digital goods, subscription tiers, NFT utilities, AI Tools, fitness programs, and educational content. You understand that such modifications may occur without prior notice and may affect your ability to access certain Services or content. You agree that TNL Academy LLC bears no liability for any damages, losses, or inconveniences arising from modifications, discontinuations, or technical limitations of the Platform.

You further acknowledge that certain Services may rely on third-party integrations, blockchain networks, or external systems that are subject to their own limitations, outages, and performance issues. You agree that TNL Academy LLC is not responsible for disruptions caused by third-party providers, decentralized networks, or external dependencies.

24. Right of Refusal, Suspension, and Account Termination

TNL Academy LLC reserves the right, at its sole discretion, to refuse Service, restrict access, suspend accounts, or terminate User Accounts for any reason, including but not limited to violations of these Terms, harmful behavior, fraudulent activity, misuse of AI Tools, abuse of communication channels, infringement of intellectual property, or conduct deemed inappropriate or detrimental to the Platform or its users. You acknowledge that account termination may occur without prior notice and may result in immediate loss of access to all purchased Services, digital goods, memberships, fitness programs, and NFT utilities.

You understand that no refunds will be issued upon account termination, regardless of remaining subscription time, unused digital goods, or unredeemed NFT utilities. You agree that TNL Academy LLC bears no liability for damages arising from account termination, including loss of data, loss of access, or loss of digital content. You further acknowledge that TNL Academy LLC may retain certain account information following termination as required for legal compliance, operational purposes, or security obligations.

You agree that TNL Academy LLC may, at its discretion, deny future access to the Platform to individuals whose accounts have been terminated or who have engaged in conduct that violates these Terms. You

understand that attempts to circumvent account termination, including creation of new accounts or use of third-party accounts, constitute a violation of these Terms and may result in legal action.

25. DMCA Copyright Policy and Intellectual Property Complaints

TNL Academy LLC respects the intellectual property rights of creators, artists, educators, and all individuals whose work may appear online. If you believe that any Content available on the Platform infringes upon your copyright or other intellectual property rights, you may submit a formal notice pursuant to the Digital Millennium Copyright Act ("DMCA"). Your notice must include sufficient detail to identify the copyrighted work, the allegedly infringing material, and your contact information, along with a statement affirming your good-faith belief that the use is unauthorized and that the information provided is accurate under penalty of perjury. Upon receipt of a valid DMCA notice, TNL Academy LLC will review the claim, remove or disable access to the allegedly infringing material where appropriate, and notify the user responsible for the content. You acknowledge that TNL Academy LLC may forward your notice to the user who posted the material in question.

You understand that knowingly submitting false or misleading DMCA notices may expose you to legal liability. You further acknowledge that TNL Academy LLC is not required to adjudicate disputes between users and copyright holders and may, at its discretion, remove content or terminate accounts to comply with applicable laws. All DMCA notices must be submitted to the designated agent at:

TNL Academy LLC, 33747 N Scottsdale Rd, Suite 125, Scottsdale, AZ 85266, USA

Email: tnlacademy.official@gmail.com

26. Governing Law, Jurisdiction, and International Use

These Terms and any disputes arising from or relating to your use of the Platform shall be governed exclusively by the laws of the State of Arizona, without regard to conflict-of-law principles. You acknowledge that the Platform is operated from the United States and that TNL Academy LLC makes no representation that the Services or Content are appropriate or available for use in other jurisdictions. Users accessing the Platform from outside the United States are solely responsible for ensuring compliance with local laws, regulations, and restrictions applicable to online educational platforms, fitness services, blockchain assets, and digital commerce.

You understand that certain countries or jurisdictions may impose restrictions on cryptocurrency transactions, NFT ownership, online fitness programs, or foreign educational content. You agree that TNL Academy LLC bears no responsibility for your compliance with such laws and that your use of the Platform in any jurisdiction outside the United States is entirely at your own risk. You further acknowledge that TNL Academy LLC may restrict access to the Platform in certain regions if required by law or if necessary to protect the integrity of the Platform.

27. Dispute Resolution, Mediation, and Binding Arbitration

In the event of any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, or any Services provided by TNL Academy LLC, you agree to engage in a multi-step dispute resolution process designed to promote fairness and efficiency. First, you agree to attempt to resolve the dispute through good-faith negotiation with TNL Academy LLC. If negotiation fails, you agree to participate in mediation conducted in the State of Arizona with a mutually agreed-upon mediator. If mediation does not result in resolution, you agree that the dispute shall be resolved exclusively through binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.

You acknowledge that arbitration shall take place in Arizona, that the arbitrator's decision shall be final and binding, and that no appeal shall be permitted. You further agree that arbitration shall be conducted on an individual basis and that you waive any right to participate in class actions, class-wide arbitration, or collective legal proceedings. You understand that arbitration may limit certain legal rights, including discovery and appeal rights, but agree that arbitration provides a fair and efficient mechanism for resolving disputes. You acknowledge that each party shall bear its own legal costs associated with arbitration unless otherwise determined by the arbitrator.

28. Disclaimer of Warranties and Limitation of Liability

You acknowledge that the Platform, Services, Content, AI Tools, digital goods, NFT utilities, and all related features are provided on an "as-is," "as-available," and "with all faults" basis. TNL Academy LLC makes no warranties, express or implied, regarding the accuracy, reliability, completeness, timeliness, availability, or suitability of any Content or Service. To the fullest extent permitted by law, TNL Academy LLC disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation.

You understand and agree that TNL Academy LLC shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising from your use of the Platform, including but not limited to financial losses, injuries, health issues, emotional distress, data loss, service interruptions, or damages resulting from reliance on educational content, AI outputs, fitness programs, trading information, or NFT utilities. You acknowledge that TNL Academy LLC is not responsible for failures caused by third-party providers, blockchain networks, payment processors, or external integrations.

You further agree to indemnify, defend, and hold harmless TNL Academy LLC, its founder, employees, trainers, contractors, affiliates, and partners from any claims, damages, liabilities, losses, or expenses arising from your use of the Platform, violation of these Terms, or infringement of any rights. You acknowledge that this limitation of liability is a fundamental element of the Agreement and that the Platform would not be provided without such limitations.

29. Force Majeure and External Events Beyond Control

TNL Academy LLC shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, fires, floods, earthquakes, pandemics, epidemics, war, terrorism, civil unrest, labor disputes, government actions, regulatory changes, internet outages, hosting failures, blockchain network disruptions, smart contract malfunctions, or failures of third-party service providers. You acknowledge that such events may impact the availability, functionality, or performance of the Platform and that TNL Academy LLC bears no responsibility for damages arising from such events.

You understand that TNL Academy LLC may, at its discretion, modify or suspend certain Services during force majeure events and that such actions do not constitute a breach of these Terms. You agree that no refunds, credits, or compensation shall be issued for disruptions caused by force majeure events and that your continued use of the Platform constitutes acceptance of this provision.

30. Eligibility, Age Restrictions, and Parental Consent Requirements

Access to certain Services offered through the Platform requires that users meet specific age and eligibility requirements. You acknowledge that online personal training Services are restricted to individuals who are at least eighteen (18) years of age or, alternatively, individuals aged fifteen (15) to seventeen (17) who have obtained verifiable parental or guardian consent. You understand that all other Services offered through the Platform, including educational courses, fitness programs, mindset content, and NFT utilities, require users to be at least fifteen (15) years of age or to have parental consent. By using the Platform, you represent and warrant that you meet the applicable age requirements and that any information provided to verify your age or consent is accurate and truthful.

You acknowledge that TNL Academy LLC may request proof of age or parental consent at any time and may suspend or terminate your access to the Platform if such proof is not provided upon request. You further understand that certain jurisdictions impose additional age-related restrictions on cryptocurrency transactions, NFT ownership, or online fitness programs, and you agree that compliance with such laws is solely your responsibility. You acknowledge that TNL Academy LLC bears no liability for your failure to comply with age-related legal requirements and that misrepresentation of age constitutes a material breach of these Terms.

31. Severability, Interpretation, and Validity of Provisions

If any provision of these Terms is determined to be invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be deemed severed from the Agreement to the minimum extent necessary to render the remaining provisions fully enforceable. You acknowledge that the invalidity of any provision shall not affect the validity or enforceability of the remaining Terms, which shall continue in full force and effect. You further agree that any severed provision shall be interpreted, to the extent possible, in a manner that preserves the original intent of the parties and maintains the integrity of the Agreement.

You understand that section headings, titles, and numbering are provided solely for convenience and organizational clarity and shall not affect the interpretation or legal meaning of any provision. You

acknowledge that these Terms shall be interpreted according to their plain meaning and that no presumption shall arise against TNL Academy LLC as the drafter of the Agreement.

32. Non-Waiver of Rights and Enforcement Authority

Failure by TNL Academy LLC to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other rights or remedies available under the Agreement or applicable law. You acknowledge that any waiver granted by TNL Academy LLC must be expressly stated in writing and signed by an authorized representative of the company. You further understand that no course of conduct, delay, or omission by TNL Academy LLC shall be interpreted as a waiver of its rights to enforce compliance with these Terms at any time.

You agree that TNL Academy LLC retains full authority to enforce these Terms, pursue legal remedies, and take any actions necessary to protect the integrity of the Platform, including suspension or termination of accounts, removal of content, or initiation of arbitration or legal proceedings. You acknowledge that your obligations under these Terms remain in effect regardless of whether TNL Academy LLC chooses to enforce any particular provision at any given time.

33. Assignment, Transfer of Rights, and Binding Effect

You acknowledge and agree that you may not assign, transfer, sublicense, or delegate any rights or obligations under these Terms without the prior written consent of TNL Academy LLC. Any attempted assignment or transfer in violation of this provision shall be null and void. You understand that TNL Academy LLC may assign or transfer its rights and obligations under these Terms, in whole or in part, to any affiliate, successor entity, or purchaser of the company's assets without requiring your consent, provided that such assignment does not materially diminish your rights under the Agreement.

These Terms shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and legal representatives. You acknowledge that assignment provisions are necessary to ensure continuity of Services and legal protections in the event of corporate restructuring, acquisition, or other business transitions.

34. Entire Agreement, Integration, and Superseding Effect

These Terms, together with the TNL Academy Privacy Policy, any additional policies referenced herein, and any written agreements executed between you and TNL Academy LLC (including personal training contracts, NFT utility agreements, and waiver forms), constitute the entire agreement between you and TNL Academy LLC regarding your use of the Platform. You acknowledge that this Agreement supersedes all prior or contemporaneous understandings, communications, representations, or agreements, whether written or oral, relating to the subject matter herein.

You understand that no verbal statements, informal communications, marketing materials, or promotional content shall modify or amend the terms of this Agreement unless expressly incorporated in writing and signed by an authorized representative of TNL Academy LLC. You further acknowledge that you have not relied on any representations or promises not expressly stated in this Agreement and that your acceptance of these Terms signifies your complete understanding and agreement to all provisions contained herein.

By using this platform, you acknowledge that you have read, understood, and agree to these Terms and Conditions.