

# TNL TERMS AND CONDITIONS

Effective Date: October 11, 2025 Last Updated: October 23, 2025

Welcome to **TNL Academy**, an educational platform owned and operated by TNL Academy LLC, accessible at thlacademy.com (or any successor domain). TNL stands for "The Next Level." Throughout these Terms and Conditions, TNL Academy will be referred to as "TNL" or "the Platform." By accessing or using this website, you agree to comply with the following Terms and Conditions. Please review these terms carefully, as they govern your relationship with TNL and its services.

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. Educational Purpose and Disclaimer

TNL is an educational platform offering courses and materials related to forex/crypto trading strategies, blockchain basics, fitness education (including Online Personal Training, Pre-Built Workout Programs, exercise instructional videos, nutritional education, caloric intake calculators, BMR, and TDEE tools), personal training services, graphic design services, NFT collections, and mindset development. All content is provided for **informational and educational purposes only** and does not constitute professional advice in any field, including but not limited to financial, legal, medical, nutritional, or fitness advice.

- Disclaimer: TNL Academy LLC, its founder Isaiah "Zay" Molina, and any contributors to TNL are not responsible for any outcomes, results, or decisions users make based on the educational materials provided, whether in paid or free courses. This includes, without limitation, any financial losses, injuries, health issues, or other consequences from applying trading strategies, fitness programs, nutritional suggestions, or other content.

### 2. Personal Responsibility for Actions and Outcomes

By using TNL's services, you acknowledge and agree that:

- You are responsible for seeking additional professional advice and conducting your own independent research before making any decisions or taking any actions based on the educational materials provided by TNL.
- TNL Academy LLC, its founder, or contributors are not liable for any financial losses, injuries, health issues, or any other consequences arising from your use of the Platform's educational content, including fitness-related services such as Online Personal Training, Pre-Built Workout Programs, or nutritional tools.



- You use all content at your own risk, and TNL makes no guarantees regarding results, effectiveness, or safety.

## 3. Refund Policy

TNL provides the following refund policies:

- Courses: A 48-hour refund policy on paid courses. Refund requests must be submitted via the chat function on the TNL website. Requests will be honored as long as they are submitted within the 48-hour window, even if TNL does not view or respond to the request until after that period has elapsed.
- Pre-Built Workout Programs: **Refunds available only within 24 hours after access has been granted**. Refund requests must be submitted via the chat function on the TNL website. Requests will be honored as long as they are submitted within the 24-hour window, even if TNL does not view or respond to the request until after that period has elapsed.
- Online Personal Training: **Refunds available within 7 days after purchase and signing of the contract**. Refund requests must be submitted via the chat function on the TNL website. Requests will be honored as long as they are submitted within the 7-day window, even if TNL does not view or respond to the request until after that period has elapsed.
- NFTs: **No refunds are available for NFT purchases**, as minting is final and irreversible on the blockchain.

No refunds will be processed outside these windows.

# 4. Course and Membership Access

Users who purchase a course, membership, Pre-Built Workout Program, Online Personal Training, or NFT on TNL will have access to the content for the duration specified at the time of purchase (e.g., via login to private pages on the Platform). For example, if you purchase a 3-month course on February 7th, 2025, your access will expire on May 7th, 2025.

To maintain access beyond the expiration date, users must renew their memberships or repurchase at the current price.

### 5. Changes to Terms and Conditions

TNL Academy LLC reserves the right to update or modify these Terms and Conditions at any time without prior notice. It is your responsibility to review these Terms and Conditions periodically. Continued use of the Platform after changes will constitute acceptance of the modified terms.

### 6. Founder Disclaimer



Isaiah "Zay" Molina is the founder of TNL Academy LLC. He is a Forex and crypto trader with over 5 years of experience, a trading educator for over 3 years, a network marketer, a self-taught graphic designer, and a certified strength and conditioning specialist. However, he does not claim to be a certified expert in all fields, and users should approach all educational content with the understanding that it reflects his personal knowledge and experience, not professional or certified advice.

### 7. Third-Party Platforms

TNL may reference, utilize, or recommend third-party platforms (such as trading platforms, fitness tools, graphic design software, NFT minting services like Crossmint, or blockchains like BNB Smart Chain) as part of its educational content or services. **TNL is not affiliated with or endorsed by any third-party platforms**, and users are responsible for independently verifying the legitimacy, reliability, and terms of use of any such platform before engaging with it. TNL bears no responsibility for any issues, losses, or outcomes arising from third-party platforms, including blockchain network failures, gas fees, or wallet security.

### 8. iN8 Network Referrals and Membership

Members who join iN8 Network through a referral link on the TNL platform agree to abide by iN8 Network's terms and conditions in addition to these TNL Terms and Conditions.

- TNL does not control iN8's operations, pricing, or services. Any issues related to the iN8 platform must be resolved directly with iN8, as TNL bears no responsibility for any issues or outcomes associated with iN8 services.

### 9. iN8 Network Integration

Users who sign up for an iN8 Network membership through **Isaiah "Zay" Molina's referral link** on the TNL platform will gain access to TNL's educational courses, in addition to the product or subscription content provided by iN8 Network. The specific TNL courses and duration of access will depend on the type or tier of iN8 membership purchased, as determined by iN8's current offerings. Users should consult iN8 Network or TNL for the latest details on available membership levels and corresponding TNL access.

- TNL Academy LLC has no control over iN8 Network's products, services, pricing, or terms, which are subject to change at iN8's discretion. Any issues or questions regarding iN8 memberships must be resolved directly with iN8.
- When an iN8 Network membership expires, access to TNL's content will also expire, unless otherwise specified by iN8 or TNL at the time of renewal.

### 10. Changes to Access and Course Availability



TNL reserves the right to discontinue the use of the iN8 Network referral link for access to TNL courses. Should this occur, users will be provided with a 30-day notice. During this time, users must purchase access to the courses they wish to retain on the TNL platform. Failure to do so within 30 days of the notice will result in the loss of access to those courses with **no exception**.

## 11. User Conduct and Content Restrictions

By using TNL, you agree that you will not:

- Upload, distribute, or transmit any content that is unlawful, harmful, offensive, or violates the rights of others.
- Engage in any form of harassment, spam, or inappropriate behavior on the Platform.

TNL reserves the right to remove content, suspend, or terminate user accounts for violations of this agreement or for any behavior deemed inappropriate.

### 12. Intellectual Property Rights

All content provided on TNL, including but not limited to course materials, videos, images, designs, logos, workout programs, instructional content, calculators, and NFT artwork, is the property of TNL Academy LLC and its contributors. You may not copy, share, redistribute, or use any content without explicit written permission from TNL. For NFTs, you are granted a limited, non-exclusive, revocable license to use the NFT and its associated artwork for personal, non-commercial purposes only, subject to these Terms.

### 13. Governing Law and Dispute Resolution

These Terms and Conditions are governed by the laws of the state of Arizona, United States, without regard to conflict of law principles. In the event of any dispute arising from these Terms and Conditions or the use of TNL, the parties agree to resolve such disputes through peaceful negotiation. If negotiations fail, the parties must submit to mediation in Arizona. Should mediation not result in a resolution, the dispute will be resolved exclusively through binding arbitration held in Arizona under the rules of the American Arbitration Association. Under no circumstances will the dispute be taken to any court of law. The decision of the arbitrator shall be final and binding, with no option for appeal, and each party will bear its own legal costs associated with arbitration.

You agree to waive any right to participate in a class action lawsuit or class-wide arbitration against TNL Academy LLC or its affiliates.

### 14. Legal Disclaimer and Limitation of Liability

To the fullest extent permitted by Arizona law, TNL Academy LLC, its founder, contributors, trainers, and associated parties disclaim any liability for any direct, indirect, incidental, special, consequential, or



punitive damages arising out of or related to your use of the Platform, courses, services, NFTs, or educational content, including fitness and nutritional services. This limitation applies even if TNL has been advised of the possibility of such damages.

TNL does not warrant the accuracy, completeness, or reliability of the educational materials provided, and all use of the Platform is at your own risk. You agree to indemnify, defend, and hold harmless TNL Academy LLC, its founder, employees, trainers, and affiliates from any and all claims, losses, damages, liabilities, costs, or expenses (including attorneys' fees) arising from your use of the Platform, breach of these Terms, or violation of any law.

By using TNL, you covenant not to sue and release TNL Academy LLC and all associated parties from any claims related to ordinary negligence. You further agree not to defame, publicly criticize in a harmful manner, or engage in any conduct intended to damage TNL's reputation, including on social media, websites, or public forums. This does not limit your rights under law for gross negligence or intentional misconduct.

Any disputes or concerns must be addressed through the designated dispute resolution process. This clause protects TNL to the fullest extent permitted by law.

## 15. Right of Refusal

TNL reserves the right to refuse service, revoke access, or terminate accounts at its sole discretion and without prior notice for any reason, including but not limited to violations of these Terms and Conditions or any inappropriate behavior on the Platform.

### 16. Termination of Services

In the event that TNL ceases operations, all access to educational content, courses, memberships, and NFT utilities will be terminated without notice. Members will not be entitled to any refunds, partial or full, for any remaining membership or course duration. By agreeing to these Terms and Conditions, you acknowledge and accept this potential risk.

### 17. Payments for TNL Services

TNL offers the following payment methods for courses and services:

- PayPal
- Bitcoin
- XRP
- BNB (BEP20)
- USDT (BEP20)
- iN8 (USDT)
- LEMX



TNL does not currently accept debit/credit card payments or wire transfers, except for NFT purchases processed via Crossmint, which may accept credit cards or crypto. For iN8 Network memberships, users must follow iN8's payment options, which TNL has no control over. It is the user's responsibility to confirm available payment methods before purchasing.

Once a member joins iN8 through Isaiah "Zay" Molina's referral link, they should contact TNL via email or the chat function on the TNL website for access to TNL courses.

## 18. Pricing and Modifications

TNL reserves the right to modify the prices of any course, service, product, or NFT offered on the platform at any time, without prior notice. Price changes will apply only to new purchases made after the change is implemented. Users who have already purchased a course, product, service, or NFT prior to the price adjustment will not be required to pay the difference in price nor will they be entitled to any refunds or compensation for the difference. All transactions made before the price change will remain final.

# 19. Fitness Services Disclaimer (Including Online Personal Training, Pre-Built Workout Programs, and Nutritional Tools)

TNL offers online personal training services, pre-built workout programs, exercise instructional videos, and nutritional education/tools (e.g., caloric intake calculators, BMR, TDEE) provided by certified strength and conditioning specialists, including Isaiah "Zay" Molina. Online personal training includes access to the Everfit Workout Tracker app, Caloric Intake Recommendation tools, up to two optional video meetings per month, and an Exercise Instructional Course, though TNL reserves the right to modify or change these inclusions at any time. Online personal training requires clients to agree to a contract for a duration of 3, 6, or 12 months, with an early termination fee outlined in the contract. These services are designed to help individuals begin, enhance, or maintain their fitness journey through educational content. TNL does not employ licensed nutritionists, dietitians, or medical professionals, and cannot offer professional dietary, medical, or health advice.

- Any fitness exercises, nutritional suggestions, tools, app features, video meetings, or courses provided by TNL are for **educational purposes only** and should not be considered professional health, medical, or nutritional advice. Users must consult with a healthcare professional, licensed nutritionist, or dietitian before beginning any exercise program, using nutritional tools, making dietary changes, or applying any content.
- TNL makes no guarantees regarding results, effectiveness, or safety of any fitness programs, advice, tools, app usage, video meetings, or courses. All use is at your own risk.
- TNL Academy LLC is not liable for any injury, health issues, medical conditions, aggravation of pre-existing conditions, or other consequences arising from the use of fitness advice, Online Personal Training, Pre-Built Workout Programs, nutritional suggestions, app features, video meetings, or any related content.



- You represent and warrant that you are in good physical health, have no medical conditions that would prevent participation, and have obtained clearance from a qualified healthcare provider before engaging in any fitness activities provided by TNL.
- Users must complete a Fitness Consultation Form to request consultations and agree to waivers for Pre-Built Programs. For Online Personal Training, users must sign a contract and waiver (e.g., via a signing platform) acknowledging risks, detailing terms for app access, video meetings, course usage, contract duration, and early termination fees, and confirming their obligations.
- TNL Academy LLC prohibits individuals under 15 from participating in online personal training services with a trainer. Individuals aged 15 to 18 may participate only with verifiable parental or guardian consent, submitted prior to engagement. Individuals 18 and over may participate without restriction. For pre-built workout programs, TNL Academy LLC does not verify the age of purchasers and assumes no responsibility for use by individuals under 15. Such use is at the purchaser's own risk, and TNL Academy LLC recommends parental supervision for minors. Users must complete a fitness waiver form for pre-built programs. For online personal training, users must sign a contract and waiver acknowledging risks, terms, and obligations.

### 20. TNL Mastermind NFTs

TNL offers the "TNL Mastermind NFTs" collection, consisting of unique, collectable non-fungible tokens (NFTs) minted on the BNB Smart Chain. Each NFT is 100% unique and non-identical to any other. NFTs are purchased and minted via a Crossmint storefront embedded on the TNL website, with payment options including cryptocurrency or credit card as determined by Crossmint. Upon purchase, the NFT assigned is random; users will not know which type they receive until after minting and adding it to their wallet. Pricing is tiered and automated via Crossmint, with prices set exclusively in BNB and increasing as supply in each tier is exhausted (tiers and supplies vary and are subject to change without notice). The total supply is planned to be up to 5000 NFTs, though this may increase based on demand.

Pricing Explanation: NFT prices are denominated in BNB as required by Crossmint, and TNL Academy has no control over the fluctuating market value of BNB, which may cause the USD equivalent to vary over time (e.g., the BNB amount for a tier might equate to one USD value today and a different value tomorrow due to market changes). TNL Academy will endeavor to adjust prices daily to maintain approximate USD equivalence for each tier, but cannot guarantee exact USD prices due to market volatility. TNL Academy reserves the right to change NFT prices at any time for any reason, including but not limited to market conditions, demand, or operational needs, without prior notice. Users acknowledge that price variations are beyond TNL Academy's control and agree not to hold TNL Academy liable for any discrepancies or dissatisfaction with USD-equivalent pricing. All purchases are final, and no refunds will be issued based on price fluctuations.

### There are **four types** of NFTs:

- **Finance NFT**: Grants access to an exclusive Finance course on TNL, accessible only to Finance NFT holders.



- **Fitness NFT**: Grants access to an exclusive one-month fitness workout program on TNL, accessible only to Fitness NFT holders.
- **Mindset NFT**: Grants access to an exclusive Mindset course on TNL, accessible only to Mindset NFT holders.
- **Trifecta NFT**: Grants access to all of the above (exclusive Finance course, one-month fitness workout program, and Mindset course), accessible only to Trifecta NFT holders.

Fitness Program Disclaimer: By accessing the exclusive one-month fitness workout program through a Fitness NFT or Trifecta NFT, users acknowledge and accept all risks associated with participation. TNL Fitness provides this program for educational and guidance purposes only and makes no guarantees regarding results, safety, or effectiveness. Users assume full responsibility for any injuries, health issues, or other outcomes resulting from use of the program, including but not limited to muscle strains, joint injuries, overexertion, or exacerbation of pre-existing conditions. TNL Fitness, its trainers, employees, and affiliates are released from all liability arising from the program's use. Users must consult a healthcare professional before beginning and are bound by the TNL Fitness Waiver of Liability (incorporated herein by reference). This disclaimer applies equally to all fitness-related NFT utilities.

Finance Course Disclaimer: By accessing the exclusive Finance course through a Finance NFT or Trifecta NFT, users acknowledge that TNL Academy LLC, its founder, and affiliates are not licensed financial advisors, investment professionals, or certified experts in finance. The course is provided for educational and informational purposes only and does not constitute financial, investment, or professional advice. Users assume full responsibility for any decisions or outcomes resulting from the course content, including financial losses. TNL Academy LLC is released from all liability arising from its use and users are bound by the TNL Terms and Conditions (incorporated herein by reference).

Mindset Course Disclaimer: By accessing the exclusive Mindset course through a Mindset NFT or Trifecta NFT, users acknowledge that TNL Academy LLC, its founder, and affiliates are not licensed psychologists, therapists, or mental health professionals. The course is provided for educational and self-improvement purposes only and does not constitute psychological, therapeutic, or professional advice. Users assume full responsibility for any decisions or outcomes resulting from the course content, including psychological or emotional effects. TNL Academy LLC is released from all liability arising from its use and users are bound by the TNL Terms and Conditions (incorporated herein by reference).

To access these utilities, users must create a free TNL account, add their wallet address containing the NFT, and submit a support ticket via the chat function for manual verification. Access is maintained only while the NFT remains in that wallet. If the NFT is sold or transferred, access will be revoked unless the new wallet is added and verified as owning the NFT. These utilities and access levels are subject to change at any time without notice. NFTs may also include royalties on secondary sales (estimated 5-10%, to be confirmed via Crossmint setup).



NFTs are intangible digital assets existing solely by virtue of ownership records on the blockchain and do not represent any physical item, investment, security, or financial instrument. TNL makes no guarantees regarding the value, rarity, or future utility of any NFT, and purchasing an NFT is at your own risk. TNL is not responsible for any losses due to blockchain network issues, wallet security breaches, gas fees, market volatility, smart contract failures, or user error. Users are solely responsible for all tax, financial, and legal obligations related to their NFT ownership and may sell or list their NFTs on supporting secondary market places at any price they choose.

By purchasing an NFT, you are granted a limited, non-exclusive, revocable license to use the NFT and its associated artwork for personal, non-commercial purposes only. TNL reserves the right to revoke access for any reason, including violations of these Terms. Age restrictions for NFT purchases are determined by Crossmint and must comply with their terms.

### 21. Graphic Design Services

TNL offers graphic design services provided by a self-taught, non-certified designer. The designer will create content, including but not limited to logos, video thumbnails, picture edits, flyers, social media ads, posts, website designs, and gifs, for both personal and commercial use.

- Clients must pay **twenty-five (25) percent of the agreed price upfront** before work begins. The designer has the right to set the price of any project upfront, which will be communicated to the client in advance.
- Watermarked versions of the design will be sent to the client for approval. Upon final approval, the remaining balance is due before the final, non-watermarked design is delivered.
- Cancellation Policy: If a client cancels before work has begun, a full refund will be issued. If the designer has started work, the client will receive 50% of the upfront payment as a refund (e.g., for a \$100 project with \$25 upfront, \$12.50 refund if work started).
- **Design Revisions:** Clients are entitled to up to 10 rounds of revisions. After that, additional revisions may incur extra charges, communicated in advance.
- **Ownership of Designs:** Upon full payment, the client will own the final design and all intellectual property rights. TNL reserves the right to showcase the design in portfolios or marketing materials unless requested otherwise in writing.

### 22. User Account Termination

TNL reserves the right to terminate user accounts for any breach of these Terms and Conditions or for any other reason deemed necessary by TNL. Terminated accounts will lose access to all courses, memberships, services, and NFT utilities immediately, and no refunds will be issued in such cases.

# 23. Technical Support and Accessibility



TNL strives to provide uninterrupted access to the Platform. However, TNL does not guarantee that the Platform will be available at all times and may be subject to interruptions due to scheduled maintenance, updates, technical issues, or external factors beyond TNL's control.

- **Technical Support:** Users experiencing technical difficulties can contact TNL support via the chat function on the website.

## 24. Referral and Affiliate Programs

As of now, TNL does not have any referral or affiliate programs directly tied to the Platform. However, TNL uses Isaiah "Zay" Molina's referral link for the iN8 Network platform. By signing up through this link, members will gain access to certain TNL courses. Any issues related to the iN8 Network must be resolved directly with iN8, and TNL is not responsible for iN8's services or policies.

## 25. Data Collection and Privacy

TNL collects certain personal information for account creation, payment processing, course access, and NFT verification. By using the Platform, you agree to TNL's **Privacy Policy**, which outlines how user data is collected, stored, and used.

TNL uses cookies and other tracking technologies to improve user experience, analyze usage patterns, and provide personalized content. You can modify cookie settings in your browser, but some features of the Platform may not function properly if cookies are disabled.

# 26. Governing Law and International Use

These Terms and Conditions are governed by and construed in accordance with the laws of the state of Arizona, United States. All legal disputes or claims arising from these Terms and Conditions shall be resolved in the state of Arizona, USA.

- If you access TNL from a country, region, or jurisdiction where the Platform or its content is restricted, prohibited, or otherwise unavailable due to local laws or regulations, **TNL bears no responsibility**. It is solely the responsibility of the user to determine if access to TNL and its content is lawful in their respective country or region.
- Users outside the U.S. must ensure they comply with local regulations, including the legal aspects of accessing foreign-based educational platforms or purchasing NFTs.

#### 27. No Warranties

TNL provides its services, courses, content, and NFTs "as-is" without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular



purpose, non-infringement, or availability. TNL does not guarantee the accuracy, reliability, or completeness of any educational content or that the Platform will meet your requirements.

# 28. Updates and Modifications

TNL reserves the right to update or modify these Terms and Conditions at any time. Continued use of the platform after changes are made constitutes agreement to those changes.

## 29. Entire Agreement

These Terms and Conditions, along with the Privacy Policy and any other policies referenced, constitute the entire agreement between the user and TNL Academy LLC regarding the use of the Platform. Any previous agreements or understandings, whether written or oral, are superseded by these Terms and Conditions.

### 30. Assumption of Risk and Waiver for Fitness Services

By accessing or using any fitness-related content, including Online Personal Training, Pre-Built Workout Programs, exercise videos, or nutritional tools, you expressly assume all risks associated with physical activity, nutrition application, and tool usage. You acknowledge that exercise and dietary changes can be strenuous, may lead to injury or health issues, and that TNL is not responsible for assessing your fitness level.

In consideration of using these services, you hereby release, waive, discharge, and covenant not to sue TNL Academy LLC, its founder, trainers, and affiliates from any and all liability, claims, demands, actions, or causes of action for any loss, damage, injury, or death arising from negligence or other acts related to your participation. This includes, but is not limited to, risks of heart attack, muscle strain, pulls, tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused.

You confirm that you have consulted a physician prior to participation, are voluntarily participating, and agree this waiver is binding on you, your heirs, executors, administrators, and assigns. If any portion is held invalid, the remainder remains in effect.

## 31. Eligibility and Age Restrictions

To use TNL Academy, TNL, or TNL Fitness services, you must meet the following age requirements:

- Online personal training services with a trainer are restricted to individuals aged 18 and over, or aged 15 to 17 with verifiable parental or guardian consent provided prior to participation. Individuals under 15 are prohibited from participating.



- All other services, including pre-built workout programs, educational courses, graphic design services, and NFTs, require users to be at least 15 years old or have verifiable parental/guardian consent. For pre-built workout programs, TNL Academy LLC does not verify age and is not liable for use by individuals under 15, which is at their own risk. By using our services, you represent that you meet these requirements. TNL Academy LLC reserves the right to request proof of age or consent and to terminate access if not provided. Age restrictions for NFT purchases are determined by Crossmint and must comply with their terms.

# 32. Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

# 33. Business Names and Branding

TNL Academy LLC operates under its full legal name as well as the registered Doing Business As (DBA) names "TNL" and "TNL Fitness." All services, products, and content offered on this Platform, whether branded as TNL, TNL Fitness, or under the legal name TNL Academy LLC, are provided by TNL Academy LLC and are subject to these Terms and Conditions. The use of "TNL Fitness" for promotional purposes related to fitness services does not create a separate legal entity, and all rights, obligations, and liabilities remain with TNL Academy LLC.

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

