

TRAINERFLY LLC

TERMS OF USE, LIABILITY WAIVER & RELEASE

Effective Date: April 3, 2026

Company: Trainerfly LLC

Website/App: trainerfly.com

## 1. AGREEMENT TO TERMS

By accessing or using Trainerfly LLC's platform, you agree to be bound by these Terms of Use, Liability Waiver, and Release ("Agreement"). If you do not agree, you must not use the Platform.

You represent that you are at least 18 years of age and legally capable of entering into this Agreement.

## 2. PLATFORM ROLE

Trainerfly LLC operates solely as a technology marketplace that connects independent service providers ("Providers") with individuals seeking services ("Clients").

Trainerfly does not:

Provide training, coaching, tutoring, or professional services

Employ or supervise Providers

Guarantee results, safety, or qualifications

All services are performed by independent third parties.

## 3. INDEPENDENT CONTRACTORS

All Providers are independent contractors and are not employees, agents, or representatives of Trainerfly.

Trainerfly is not responsible for:

Provider conduct

Service quality or outcomes

Accuracy of credentials

## 4. ASSUMPTION OF RISK

You acknowledge that participation in services arranged through Trainerfly involves inherent risks, including:

Physical injury or death

Emotional or psychological harm

Financial loss

Property damage

You voluntarily assume all such risks.

#### 5. RELEASE OF LIABILITY

To the fullest extent permitted by law, you release Trainerfly LLC from any claims, damages, or liabilities arising out of:

Use of the Platform

Interactions with other users

Services provided by Providers

#### 6. LIMITATION OF LIABILITY

Trainerfly shall not be liable for indirect, incidental, or consequential damages.

Maximum liability shall not exceed the greater of:

\$100

Fees paid to Trainerfly in the prior three months

#### 7. USER RESPONSIBILITIES

Users are solely responsible for:

Conducting due diligence

Verifying credentials

Making informed decisions

#### 8. INDEMNIFICATION

You agree to indemnify and hold harmless Trainerfly from any claims arising from your use of the Platform or interactions with other users.

#### 9. DISPUTES

Trainerfly is not responsible for disputes between users.

#### 10. ARBITRATION

All disputes shall be resolved by binding arbitration in Clark County, Nevada. Class actions are waived.

#### 11. GOVERNING LAW

This Agreement is governed by Nevada law.

#### 12. TERMINATION

Trainerfly may suspend or terminate access at any time.

#### 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between users and Trainerfly.

TRAINERFLY LLC

#### PROVIDER AGREEMENT

##### 1. STATUS

You acknowledge you are an independent contractor and not an employee of Trainerfly LLC.

##### 2. RESPONSIBILITY

You are solely responsible for:

All services provided

All advice or instruction

All outcomes

##### 3. LICENSES & QUALIFICATIONS

You represent that you:

Are qualified to provide your services

Comply with all applicable laws

##### 4. INSURANCE REQUIREMENT

You agree to maintain appropriate insurance, including general liability coverage.

##### 5. INDEMNIFICATION

You agree to defend and indemnify Trainerfly LLC from any claims arising out of your services.

## 6. CONDUCT

You agree not to:

Misrepresent qualifications

Engage in unlawful conduct

Harm or harass clients

## 7. TERMINATION

Trainerfly may remove you from the platform at any time.

TRAINERFLY LLC

## PRIVACY POLICY

### 1. INFORMATION COLLECTED

We may collect:

Personal information (name, email, phone)

Usage data

Payment-related information

### 2. USE OF INFORMATION

We use information to:

Operate the platform

Improve services

Communicate with users

### 3. SHARING

We do not sell personal data. We may share information with service providers as needed to operate the platform.

### 4. SECURITY

We implement reasonable safeguards but cannot guarantee absolute security.

### 5. USER RIGHTS

Users may request access or deletion of personal data as required by law.

TRAINERFLY LLC

PAYMENT & REFUND POLICY

1. PAYMENTS

All payments are between users unless otherwise stated.

2. REFUNDS

Trainerfly is not responsible for refunds unless explicitly agreed.

3. DISPUTES

Payment disputes must be resolved between users.