

TERMS OF SERVICE

RepsQuest

A Product of A&C Holdings LLC

Effective Date: February 20, 2026

1. Acceptance of Terms

By accessing or using RepsQuest (the "App"), you agree to be bound by these Terms of Service ("Terms"). RepsQuest is owned and operated by A&C Holdings LLC ("Company," "we," "us," or "our"). If you do not agree to these Terms, do not use the App.

2. Description of Service

RepsQuest is a fitness software application that generates customized workout programs based on the equipment available to you. The App may be accessed directly by individual users or through partnerships with hotels and hospitality businesses that make the App available to their guests.

3. Fitness and Health Disclaimer

THIS IS THE MOST IMPORTANT SECTION OF THESE TERMS. PLEASE READ IT CAREFULLY.

RepsQuest is not a medical or healthcare provider. The workouts generated by the App are for informational and educational purposes only and do not constitute medical advice, diagnosis, or treatment.

No professional relationship. Use of the App does not create a personal trainer-client, physician-patient, or any other professional relationship between you and the Company.

Consult your physician. You should consult with a qualified healthcare professional before beginning any exercise program, particularly if you have any pre-existing medical conditions, injuries, or health concerns. You should also consult a physician if you experience any pain, discomfort, or adverse effects during or after exercise.

Exercise at your own risk. You acknowledge that physical exercise carries inherent risks, including but not limited to physical injury, disability, and death. You voluntarily assume all risks associated with using the workouts generated by the App.

No guarantees. The Company makes no representations or warranties regarding the accuracy, completeness, or suitability of any workout program generated by the App. Results may vary and are not guaranteed.

4. User Responsibilities

By using the App, you represent and warrant that you are at least 18 years of age (or have parental/guardian consent), that you are physically able to engage in exercise, and that you will use the App in accordance with these Terms. You agree not to misuse the App, attempt to reverse-engineer the

software, or use the App for any unlawful purpose.

5. Location-Based Features

The App includes an optional feature that allows you to find nearby dining and food options ("Nearby Suggestions"). If you choose to use this feature, the App will request your consent to access your device's location data.

Consent is optional. You are not required to share your location to use the core features of the App. The location prompt only appears after a completed workout, and you may decline without any impact on the App's workout functionality.

Anonymous location data. If you grant location consent, your device's coordinates (latitude and longitude) are recorded as an anonymous data point. This data is not linked to any individual user, device identifier, name, or account. It is used for aggregate analytics purposes such as understanding geographic usage patterns and improving the relevance of nearby suggestions. For full details on how location data is handled, see our Privacy Policy.

Anonymous consent tracking. When the location prompt appears, we record whether you consented or declined (a simple anonymous yes/no). This response is not linked to you, your device, or any identifiable information. It is used only for internal product analytics.

Third-party services. The nearby results may be powered by third-party mapping or search services (such as Google Maps or similar providers). Your use of those results is subject to the respective third party's terms and privacy policies. The Company is not responsible for the accuracy of third-party results or the practices of those businesses.

Revoking consent. You may revoke location access at any time through your device's settings.

6. Anonymous Data Collection

The App collects certain anonymous, non-identifiable data to improve the product and measure engagement. This may include: workout session data (type, duration, exercises generated, completion status), user feedback (thumbs up/down ratings), and feature interaction data. None of this data is linked to any individual user, device, or account. For full details, see our Privacy Policy.

7. Hotel and Partner Access

RepsQuest may be made available to you through a hotel, gym, or other hospitality partner ("Partner"). Your use of the App through a Partner is still governed by these Terms. The Partner may have its own terms and policies that also apply to your stay or use of their facilities. The Company is not responsible for the actions, policies, or services of any Partner.

8. Intellectual Property

All content, features, functionality, software, designs, text, graphics, and trademarks associated with RepsQuest are the exclusive property of A&C Holdings LLC. You may not copy, modify, distribute, sell, or lease any part of the App without prior written consent from the Company.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, A&C HOLDINGS LLC AND ITS MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE APP, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, OR DATA LOSS.

THE COMPANY'S TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM YOUR USE OF THE APP SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY, IF ANY, DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

11. Indemnification

You agree to indemnify, defend, and hold harmless A&C Holdings LLC and its members, officers, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to your use of the App, your violation of these Terms, or your violation of any rights of a third party.

12. Termination

The Company reserves the right to suspend or terminate your access to the App at any time, with or without cause, and with or without notice. Upon termination, your right to use the App ceases immediately.

13. Changes to These Terms

The Company reserves the right to modify these Terms at any time. Updated Terms will be posted within the App or on the Company's website with a revised effective date. Your continued use of the App after changes are posted constitutes acceptance of the revised Terms.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles. Any disputes arising under these Terms shall be resolved through binding arbitration in the State of Michigan in accordance with the rules of the American Arbitration Association.

15. Contact Information

If you have questions about these Terms, please contact us at:

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