

# RepsQuest

## Terms of Service

A Product of A&C Holdings LLC

Effective Date: March 15, 2026

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### 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.

Your acceptance is indicated by actively checking the agreement box within the App prior to generating a workout. This constitutes a binding electronic agreement under applicable law.

### 2. Description of Service

RepsQuest is a fitness software application that algorithmically generates customized workout programs based on the equipment available to you. Workout programs are generated automatically by software and have not been reviewed, approved, or tailored by a licensed fitness professional for your individual circumstances, fitness level, or health status.

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.**

**Not a medical or healthcare provider.** 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.

**Algorithmic generation.** Workout programs are generated automatically by software and have not been individually reviewed or approved by a licensed fitness or medical professional. The Company makes no representation that any generated workout is appropriate for your individual fitness level, physical condition, or health status.

**Exercise modifications.** If you are unable to perform an exercise as described, you should either skip it or perform a modified version appropriate for your current ability. The App may display suggested form cues, but these do not substitute for instruction from a qualified fitness professional. You are solely responsible for selecting appropriate exercises and modifications.

**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 actively agreeing to these Terms within the App, you represent and warrant that:

- You are at least 18 years of age, or have obtained parental or guardian consent if you are a minor in your jurisdiction;
- You are physically capable of engaging in exercise and have no known medical conditions that would make exercise unsafe without physician supervision;
- You will use the App in accordance with these Terms and all applicable laws;
- You will not misuse the App, attempt to reverse-engineer the software, or use the App for any unlawful purpose;
- You understand that the App does not account for individual physical limitations, injuries, or medical conditions unless you manually select appropriate experience levels and equipment.

You accept sole responsibility for assessing your own fitness level and the suitability of any generated workout for your personal circumstances.

#### **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 workout features of the App.

- No storage of location. Your location data is used solely in real time to generate nearby results and is not stored, retained, or saved by the Company.
- Anonymous consent tracking. When the location prompt appears, we record only whether you consented or declined. This aggregate, anonymous data may be analyzed and reported on as part of the Company's business operations, including potential partnerships with hospitality providers. No individual user is identified in this data.
- Third-party services. Nearby results may be powered by third-party mapping services. Your use of those results is subject to the respective third party's terms and privacy policies.
- Revoking consent. You may revoke location access at any time through your device's settings.

## **6. 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 Company is not responsible for the actions, policies, or services of any Partner.

## **7. 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.

## **8. 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.**

## **9. 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.**

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. Contact Information**

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

### **A&C Holdings LLC**

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