

TERMS AND CONDITIONS

Effective Date: February 14, 2025

Last Updated: August 19, 2026

These Terms and Conditions (the "Terms") govern your access to and use of the Ultimate Trainer iOS mobile application (the "App"), the Ultimate Trainer website at <https://ultimatetrainer.app> (the "Website"), and related services provided by Ultimate Trainer LLC, an Illinois limited liability company ("Ultimate Trainer," "Company," "we," "us," or "our").

By downloading, accessing, creating an account for, purchasing through, or using the App, or by accessing or using the Website, you agree to these Terms and our Privacy Policy. If you do not agree, do not use the App or Website.

Website Scope. The Website is currently provided primarily for marketing, informational, and support purposes. It does not currently provide account creation or login, workout or subscription management, merchandise sales, or direct payment functionality. Provisions of these Terms that specifically address App accounts, App Store purchases or subscriptions, Premium entitlements, workout functionality, or Apple platform terms apply only to the App and not to ordinary Website browsing.

1. Eligibility

You must be at least 13 years old to create an Ultimate Trainer account or use the App. The App Store age rating for the App is 13+. If you are between 13 and the age of legal majority in your state, you may use the App only with the permission or authorization of a parent or legal guardian where required by law, and that parent or guardian is responsible for your use of the App to the extent permitted by law.

You may not use the App if you are prohibited from receiving the App or services under applicable law.

2. Health and Fitness Disclaimer

Ultimate Trainer is a fitness planning, workout generation, and workout-journaling tool. It is provided for general informational and fitness purposes only and is not medical advice, diagnosis, treatment, physical therapy, or a substitute for advice from a physician or other qualified professional.

- Consult a qualified healthcare professional before beginning or changing an exercise program, particularly if you have a medical condition, injury, are pregnant, take medication affecting exercise tolerance, or have any other health concern.
- Exercise involves inherent risks, including serious injury. You are responsible for selecting exercises, resistance, volume, intensity, equipment, and technique appropriate for your experience and condition.
- Stop exercising and seek appropriate medical attention if you experience chest pain, severe shortness of breath, fainting, severe dizziness, acute injury, or other concerning symptoms.
- Generated workouts, Featured workouts, exercise illustrations, historical performance information, and recommendations do not guarantee any particular result and should be adjusted to your individual circumstances.

To the maximum extent permitted by law, you voluntarily assume the risks ordinarily associated with exercise and your use of workout information provided through the App.

3. Accounts and Account Security

An account will be required to access App features. You agree to provide accurate information, maintain the security of your credentials, and promptly notify us if you believe your account has been accessed without authorization. You are responsible for activity occurring through your account to the extent permitted by law.

Premium access and account data may depend on your signed-in Ultimate Trainer account and valid App Store purchase records. Use the App's restore-purchase functionality when appropriate after reinstalling the App or changing devices.

4. Privacy and Consumer Health Data

Our Privacy Policy describes our collection, use, storage, disclosure, retention, deletion, and analytics practices for personal information, including workout and fitness information that may qualify as consumer health data under certain state laws.

We currently store and process workout and fitness information through service providers, including Firebase, as reasonably necessary to provide, synchronize, secure, and personalize the App. Our current Firebase Analytics configuration receives generic app-usage events rather than the contents of your actual workout or fitness records. If we later introduce a use or disclosure of consumer health data for which applicable law requires separate affirmative consent, we will obtain that consent separately from these Terms before beginning the applicable practice.

5. License and Intellectual Property

Subject to these Terms, Ultimate Trainer grants you a limited, personal, revocable, non-exclusive, non-transferable license to access and use the App and Website for your own lawful, non-commercial purposes. All rights not expressly granted are reserved.

The App, Website, and their software, interface, text, graphics, illustrations, branding, exercise library, workout content, and other Company-provided materials are owned by or licensed to Ultimate Trainer LLC and are protected by intellectual-property laws. You may not copy, reproduce, distribute, sell, sublicense, publicly display, create derivative works from, reverse engineer, decompile, or otherwise exploit the App, Website, or Company content except as permitted by law or with our written permission.

Your license to the iOS App is also subject to Apple's applicable App Store and Apple Media Services terms, including Apple's Standard End User License Agreement where applicable. If these Terms conflict with mandatory Apple platform terms regarding an App Store transaction or license, the applicable Apple terms control to the extent of that conflict.

6. User Content, Feedback, and Exercise Requests

You retain any ownership rights you have in content you submit to the App or Website. You grant Ultimate Trainer a non-exclusive, worldwide, royalty-free license to host, store, process, reproduce, and otherwise use that content only as reasonably necessary to operate, support, secure, personalize, maintain, and improve the App or Website and as described in our Privacy Policy, subject to any consent required by applicable law.

If you voluntarily submit feedback, suggestions, feature ideas, or exercise requests, you agree that we will use those ideas without restriction or compensation to you.

7. Free Access, Premium Plans, In-App Purchases, and Billing

7.1 Available Options

- Free Access: access to the App features designated as free, with no recurring subscription charge for the free tier.
- Monthly Premium: an auto-renewable monthly subscription.
- Annual Premium: an auto-renewable annual subscription.
- Lifetime Premium: a one-time, non-consumable in-app purchase that does not automatically renew and does not include a free trial.

The specific price, currency, taxes, trial eligibility, and other purchase terms presented by Apple at checkout control for that transaction. We may change available plans or prices prospectively, subject to Apple's rules and applicable law.

7.2 Seven-Day Free Trial

Where offered and for eligible users, Monthly Premium and Annual Premium include a seven-day free trial. Unless you cancel through Apple before the trial ends, the selected subscription will convert to a paid auto-renewing subscription at the price shown by Apple when you subscribe. Trial eligibility and administration are determined through the App Store and may be limited by Apple to eligible accounts or subscription groups.

7.3 Auto-Renewal, Renewal Notices, and Cancellation

Monthly and Annual Premium Renew Automatically

Monthly and Annual Premium automatically renew for successive subscription periods unless canceled through Apple before the next renewal. Apple processes subscription billing. You can manage or cancel an App Store subscription through your Apple Account subscription settings. Cancellation stops future renewal; access ordinarily continues until the end of the already-paid subscription period, subject to Apple's rules. Ultimate Trainer cannot directly cancel an App Store subscription on your behalf.

Where applicable law requires a renewal reminder, cancellation notice, or other subscription communication, the required notice will be provided in accordance with applicable law and the App Store billing framework.

7.4 Lifetime Premium

Lifetime Premium is a one-time purchase that provides access to the Premium features for as long as Ultimate Trainer continues to make the relevant Premium service available to your account, subject to these Terms, applicable law, and platform availability. "Lifetime" does not guarantee that the App, a specific feature, or compatibility with every future device or operating system will exist indefinitely.

7.5 Important: Buying Lifetime Does Not Cancel Monthly or Annual Premium

Immediate Action Required If You Already Subscribe

Purchasing Lifetime Premium does not automatically cancel, replace, or stop an existing Monthly or Annual Premium subscription. If you purchase Lifetime Premium while an Apple auto-renewing subscription is active, cancel the existing Monthly or Annual subscription through Apple immediately to prevent another renewal charge. Ultimate Trainer cannot cancel it for you, and purchasing Lifetime Premium does not automatically create a prorated refund or credit for time remaining on the subscription.

7.6 Account Deletion Does Not Cancel a Subscription

Cancel Before Deleting Your Account

Deleting your Ultimate Trainer account does not cancel an active Monthly or Annual Premium subscription billed by Apple. If you delete your account without separately canceling the subscription, Apple may continue to renew and charge the subscription. Cancel the subscription through Apple before deleting your Ultimate Trainer account.

Deleting your account may remove your ability to access account-linked App data while an Apple subscription remains active. You are responsible for managing the separate App Store subscription before account deletion.

7.7 Refunds

Apple controls App Store billing and refund decisions. Ultimate Trainer generally cannot issue an App Store refund directly. Refund requests are subject to Apple's policies, procedures, and applicable law. Nothing in these Terms limits any refund or consumer-protection right that cannot lawfully be waived. If Apple refunds or reverses a purchase, the associated Premium entitlement may be removed or adjusted.

7.8 Restoring Purchases

Where supported, you may use the App's restore-purchase functionality to recover eligible App Store purchases. Restoration depends on Apple's purchase records, your Apple Account, and the Ultimate Trainer account or entitlement association used by the App.

8. Consent to Share Purchase-Related Information with Apple

By accepting these Terms and making or using an in-app purchase, you consent to Ultimate Trainer and RevenueCat sharing available purchase-related information with Apple when Apple requests that information in connection with a refund request or related purchase administration. Depending on RevenueCat's then-current implementation and our configuration, the information may include confirmation that you consented to the sharing, whether the purchase was delivered, whether sample content was provided, and our refund-handling preference. RevenueCat currently states that its Refund Control feature does not send transaction-specific consumption percentages or individual usage events to Apple.

This information is provided only as reasonably necessary to help Apple evaluate and administer refund requests, detect fraud, and support App Store purchase operations. Apple makes the refund decision. Additional information about this processing is provided in our Privacy Policy.

9. Prohibited Conduct

You agree not to:

- Use the App or Website for unlawful, fraudulent, abusive, or unauthorized purposes.
- Attempt to gain unauthorized access to accounts, servers, systems, or data.
- Interfere with or disrupt the App or Website, including by introducing malware, automated abuse, scraping, denial-of-service activity, or circumvention of security features.
- Reverse engineer, decompile, disassemble, or attempt to derive source code except to the limited extent such restriction is prohibited by applicable law.
- Copy, resell, sublicense, or commercially exploit Premium access, Company content, the App, or the Website without written permission.
- Harass, threaten, impersonate, or abuse Company personnel or other users, or submit unlawful or infringing content.

10. Third-Party Services and Platform Terms

The App and Website rely on third-party services, including Apple, RevenueCat, Google/Firebase, website hosting and security providers, and other service providers used for purchases, authentication, cloud services, analytics, diagnostics, contact-form operation, and spam or abuse prevention. Your use of third-party services may also be subject to their terms and policies. Ultimate Trainer is not responsible for the independent acts or omissions of third parties except to the extent required by law.

11. Changes to the App and Service Availability

We may update, modify, add, suspend, or discontinue App features or Website content and functionality to maintain, improve, secure, or operate our services. We do not guarantee that every App feature or Website function will remain available indefinitely or that the App will be compatible with every device or operating-system version. We will not make changes in a manner that violates applicable law or Apple's requirements where those requirements apply.

12. Suspension and Termination

We may suspend or terminate access if you materially violate these Terms, misuse the App or Website, engage in fraud or abusive conduct, create legal or security risk, or if required by law. Where reasonable and legally required, we will provide notice or an opportunity to cure before termination.

You may stop using the App at any time and may delete your account using the account-deletion functionality provided in the App. Account deletion does not cancel an App Store subscription; see Section 7.6.

13. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP, WEBSITE, AND ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ULTIMATE TRAINER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT. WE DO NOT WARRANT THAT THE APP OR WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT USE OF THE APP, WEBSITE, OR RELATED CONTENT WILL PRODUCE ANY PARTICULAR FITNESS, PERFORMANCE, HEALTH, OR OTHER RESULT.

Some states do not allow certain warranty disclaimers, so some of the foregoing may not apply to you.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ULTIMATE TRAINER LLC AND ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, PROFITS, GOODWILL, OR

BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THE APP, WEBSITE, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE APP, WEBSITE, OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO ULTIMATE TRAINER THROUGH THE APP DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) US \$100.

Nothing in these Terms excludes or limits liability, remedies, or consumer rights that cannot lawfully be excluded, limited, or waived under applicable U.S. federal or state law.

15. Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless Ultimate Trainer LLC and its owners, officers, employees, contractors, and affiliates from third-party claims, damages, liabilities, and reasonable costs arising from your unlawful use of the App or Website, your material violation of these Terms, or content you submit that infringes another person's rights. This obligation does not apply to the extent a claim results from our own unlawful conduct or negligence where such limitation is prohibited by law.

16. Informal Dispute Resolution

If you have a dispute or concern relating to the App, Website, or these Terms, please contact us at support@ultimatetrainer.app and provide enough information for us to understand the issue and the resolution you are requesting. We and you agree to attempt in good faith to resolve the matter informally before filing a court proceeding, except where immediate relief is reasonably necessary or applicable law does not permit such a requirement.

17. Governing Law and Venue

These Terms are governed by the laws of the State of Illinois and applicable United States federal law, without regard to conflict-of-law principles, except to the extent a non-waivable law of another U.S. state applies to you. Subject to those mandatory rights, disputes that proceed in court may be brought in a state or federal court in Illinois having jurisdiction. Nothing in this Section deprives a consumer of any venue, remedy, or protection that cannot lawfully be waived.

18. U.S. Consumer Rights

Nothing in these Terms is intended to exclude, restrict, or modify any statutory guarantee, remedy, privacy right, subscription right, or other consumer protection that applicable U.S. federal or state law does not allow us to exclude, restrict, or modify.

19. General Terms

- Entire agreement. These Terms and the Privacy Policy, together with applicable App Store transaction and license terms, constitute the agreement between you and Ultimate Trainer regarding the App and Website, unless a separate written agreement applies.
- Severability. If any provision is held invalid or unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will remain in effect.
- No waiver. Failure to enforce a provision is not a waiver of that provision or any other right.
- Assignment. You may not assign these Terms without our written consent. We may assign these Terms in connection with a merger, reorganization, financing, acquisition, or sale of assets, subject to applicable law.
- No third-party rights. Except as required by applicable Apple platform terms, these Terms do not create rights for third parties.

20. Changes to These Terms

We may update these Terms from time to time. We will update the "Last Updated" date and provide additional notice when required by law or when changes are material. Your continued use of the App or Website after updated Terms

become effective constitutes acceptance to the extent permitted by law. If applicable law requires affirmative consent to a change, we will request it.

21. Contact Information

Ultimate Trainer LLC

Email: support@ultimatetrainer.app

Contact: <https://ultimatetrainer.app/contact>