

## **1. Acceptance of Terms**

These Terms and Conditions (“Terms”) govern your access to and use of the Bounce Back Smart platform, including any websites, mobile applications, software, content, programs, and services provided by Bounce Back Smart (collectively, the “Service”).

By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

If you are using the Service on behalf of another person or entity, you represent and warrant that you have the authority to bind that person or entity to these Terms.

Bounce Back Smart may update or modify these Terms from time to time. Any changes will be effective when posted. Your continued use of the Service after changes are posted constitutes acceptance of the revised Terms.

## **2. Eligibility**

The Service is intended for users **thirteen (13) years of age or older**.

If you are **between the ages of 13 and 17**, you may use the Service only with the consent of a parent or legal guardian. By permitting a minor to use the Service, the parent or legal guardian represents and agrees that they:

- Have reviewed and accepted these Terms on behalf of the minor
- Accept responsibility for the minor’s use of the Service
- Acknowledge the physical nature of the activities provided through the Service
- Agree to provide appropriate supervision and oversight

Children under the age of 13 are not permitted to use the Service. Bounce Back Smart does not knowingly collect personal information from children under the age of 13.

By using the Service, you represent and warrant that you meet the eligibility requirements described above.

## **3. Description of the Service**

Bounce Back Smart provides a digital platform that offers exercise programming, movement guidance, and educational content related to fitness, physical activity, and recovery. The Service may include personalized or adaptive recommendations generated through automated systems, algorithms, or artificial intelligence based on information provided by the user.

**Bounce Back Smart is not a medical provider, healthcare provider, physical therapist, or athletic trainer, and the Service does not provide medical advice, diagnosis, treatment, or rehabilitation services. The Service is not intended to replace professional medical advice, physical therapy, athletic training, or individualized care from a licensed provider.**

**Bounce Back Smart does not provide emergency services. If you experience a medical emergency, you should seek immediate assistance from qualified medical professionals or emergency services.**

All content and recommendations provided through the Service are for **general informational and educational purposes only.**

#### **4. Health & Safety Acknowledgements**

By using the Service, you acknowledge and agree that:

- Physical activity and exercise may not be suitable for all individuals
- You are responsible for determining whether participation in the activities offered through the Service is appropriate for your health, fitness level, and physical condition
- You have been medically cleared for physical activity, or have chosen to participate without such clearance at your own discretion

You agree to exercise judgment, common sense, and personal responsibility when engaging in any activity recommended through the Service. You should discontinue any activity and seek professional guidance if you experience pain, dizziness, shortness of breath, worsening symptoms, or other signs of physical distress.

Bounce Back Smart does not monitor users in real time and does not provide supervision, instruction, or oversight during physical activity.

#### **5. Assumption of Risk**

You understand and acknowledge that participation in physical activity, exercise, and movement-based programs involves inherent risks, including but not limited to muscle strain, joint injury, aggravation of existing conditions, and other physical injuries.

By using the Service, you voluntarily assume all risks associated with your participation, whether such risks are known or unknown, foreseen or unforeseen, and whether they arise from use of the Service, reliance on content or recommendations, or your own actions.

This assumption of risk applies regardless of whether activities are described as personalized, adaptive, injury-aware, recovery-focused, or generated using automated or artificial intelligence–based systems.

To the fullest extent permitted by law, you agree that Bounce Back Smart is not responsible for any injuries, losses, or damages resulting from your participation in activities offered through the Service.

## **6. No Medical Advice / No Guarantees**

The Service does not provide medical advice, physical therapy, diagnosis, treatment, rehabilitation, or clinical care of any kind. Nothing contained in the Service should be interpreted as medical or healthcare advice, nor should it be relied upon as a substitute for consultation with a qualified healthcare professional.

Bounce Back Smart makes no representations or guarantees regarding outcomes, results, or effectiveness. Individual results may vary, and the Service does not guarantee improvements in pain, recovery time, injury prevention, athletic performance, or overall health.

Any references to recovery, readiness, injury-awareness, or similar concepts are intended for general fitness and educational purposes only and do not imply medical treatment, therapeutic intervention, or clinical oversight.

Bounce Back Smart is a digital fitness and exercise planning platform. The content, workout programs, recommendations, AI-generated outputs, and other materials provided through the app are for informational and educational purposes only.

The app does not provide medical advice, diagnosis, treatment, rehabilitation services, or physical therapy. The information provided is not intended to substitute for professional medical evaluation, diagnosis, or treatment from a licensed healthcare provider.

Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition, injury, or physical limitations. Never disregard professional medical advice or delay seeking it because of information obtained through the app.

Use of Bounce Back Smart does not create a physician-patient relationship, physical therapist-patient relationship, or any other healthcare provider-patient relationship between you and:

- Bounce Back Smart
- Its founders, employees, contractors, or affiliates
- Any healthcare professionals associated with the platform

No individualized medical assessment is performed through the app. Any personalization is generated algorithmically based on user-provided inputs and does not constitute medical care.

Your use of the app is voluntary and at your own risk.

You acknowledge and agree that:

- You are responsible for determining whether any exercise or activity is appropriate for you.
- You should consult a qualified healthcare professional before beginning any exercise program, especially if you have an injury, chronic condition, or medical concern.
- You assume all risks associated with performing exercises recommended by the app.

## **7. Artificial Intelligence & Automated Systems**

Bounce Back Smart uses automated systems, algorithms, and artificial intelligence (“AI”) to generate personalized exercise recommendations, workout adaptations, and related fitness insights based on information provided by users.

### **7.1 Nature of AI-Generated Content**

You acknowledge and agree that:

- AI-generated outputs are produced algorithmically and are not reviewed in real time by a licensed healthcare professional.
- AI-generated recommendations may be incomplete, inaccurate, or inappropriate in certain circumstances.
- The quality and relevance of recommendations depend on the accuracy, completeness, and truthfulness of the information you provide.
- AI-based features do not replace human judgment, professional medical advice, diagnosis, treatment, rehabilitation services, or individualized clinical assessment.

Bounce Back Smart does not guarantee the accuracy, safety, effectiveness, or suitability of any AI-generated content.

You remain solely responsible for evaluating whether any recommendation, exercise, or activity is appropriate for you and for deciding whether to participate.

### **7.2 No Medical Advice; No Physician-Patient Relationship**

The AI-generated workouts and recommendations provided through the Service do not constitute medical advice, diagnosis, or treatment.

Use of the Service, including its AI-powered features, does not create a physician-patient, physical therapist-patient, or other healthcare provider-patient relationship between you and Bounce Back Smart or any of its founders, employees, contractors, or affiliates.

All content is provided for informational and educational purposes only.

### **7.3 AI Data Processing and Third-Party Services**

To generate personalized workout programming, the Service may securely transmit certain user-provided fitness-related information to artificial intelligence services hosted through Amazon Web Services (AWS).

The categories of information that may be transmitted for AI processing include:

- Injury details
- Movement restrictions
- Age range
- Fitness level
- Available equipment
- Exercise preferences
- Chat entries related to workout personalization

Personal identifiers such as your full name, email address, payment information, and contact details are not transmitted to the AI service for workout generation.

Data transmitted for AI processing is encrypted in transit and used solely for the purpose of generating personalized exercise recommendations within the Service. It is not sold and is not used to train publicly available AI models.

### **7.4 User Consent to AI Processing**

By accessing or using AI-powered features within the Service, and by providing affirmative consent where prompted within the application, you authorize Bounce Back Smart to transmit the fitness-related information described above to its third-party AI service providers for processing.

If you do not consent to such processing, you may decline AI-powered features; however, certain personalization functionalities may be unavailable.

## **8. User Responsibilities & Health Disclosures**

You agree to provide accurate, current, and complete information when using the Service, including information related to your health status, painleve, physical condition, limitations, injuries, or relevant medical history, where requested.

You are solely responsible for:

- Determining whether any activity recommended through the Service is appropriate for you

- Monitoring your physical condition before, during, and after participation
- Modifying or discontinuing activities based on how you feel

You agree to update your information if your health status, physical condition, or limitations change. Bounce Back Smart is not responsible for any injury, loss, or damage resulting from inaccurate, incomplete, or outdated information provided by you.

You agree not to use the Service in a manner that exceeds your personal physical capabilities or contradicts guidance provided by a qualified healthcare professional.

## **9. Contraindications & Program Limitations**

The Service may include general guidance regarding exercise modifications, precautions, or activity limitations. However, Bounce Back Smart does not guarantee that the Service will identify all contraindications, risks, or conditions for which certain activities may be inappropriate.

Certain exercises or activities may not be suitable for individuals with specific medical conditions, injuries, surgeries, pregnancy or postpartum status, or other physical limitations. You acknowledge that it is your responsibility to recognize your own limitations and to avoid activities that may pose a risk to your health or safety.

Bounce Back Smart does not guarantee that any program, recommendation, or modification is safe or appropriate for all users or conditions.

## **10. Account Registration & Security**

To access certain features of the Service, you may be required to create an account. You agree to provide accurate and complete information during registration and to keep your account information up to date.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree not to share your account credentials with any other person or entity.

Bounce Back Smart reserves the right to suspend or terminate your account if it reasonably believes that your account has been compromised, is being misused, or is being used in violation of these Terms.

## **11. Payments, Subscriptions, and Billing**

Certain features of the Service may require payment of fees, subscription charges, or other amounts. Pricing, subscription terms, and billing details will be presented to you at the time of purchase or enrollment.

If you enroll in a subscription, you authorize Bounce Back Smart to automatically charge the applicable fees on a recurring basis using your selected payment method until you cancel. Subscription fees are billed in advance and are non-refundable except as required by applicable law or as expressly stated at the time of purchase.

You are responsible for maintaining valid and current payment information. Bounce Back Smart reserves the right to suspend or terminate access to paid features if payment cannot be processed.

Bounce Back Smart may change pricing, subscription terms, or available plans from time to time. Any changes will apply prospectively and will be communicated as required by applicable law.

Cancellation methods and timing will be disclosed at the time of purchase and will comply with applicable automatic renewal and consumer protection laws.

## **12. Intellectual Property and License**

The Service, including all content, software, algorithms, designs, text, graphics, logos, videos, programs, and other materials, is owned by or licensed to Bounce Back Smart and is protected by intellectual property and other applicable laws.

Subject to your compliance with these Terms, Bounce Back Smart grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal, non-commercial use only.

You may not, and agree not to:

- Copy, modify, distribute, sell, lease, or create derivative works based on the Service
- Reverse engineer, decompile, or attempt to extract source code or underlying logic
- Use the Service for commercial purposes or on behalf of third parties
- Scrape, harvest, or collect data or content from the Service without authorization

All rights not expressly granted to you are reserved by Bounce Back Smart.

## **13. User Feedback and Submissions**

You may choose to submit feedback, suggestions, comments, or other information regarding the Service (“Feedback”). By submitting Feedback, you grant Bounce Back Smart a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, reproduce, modify, adapt, publish, and incorporate such Feedback into the Service or other products or services without compensation to you.

You represent and warrant that any Feedback you provide does not infringe the rights of any third party and does not contain confidential or proprietary information.

Bounce Back Smart has no obligation to review, respond to, or implement any Feedback.

#### **14. Termination and Suspension**

You may stop using the Service at any time. Bounce Back Smart reserves the right, in its sole discretion, to suspend or terminate your access to the Service, with or without notice, if it reasonably believes that:

- You have violated these Terms
- Your use of the Service poses a safety risk to you or others
- Your account is being misused, compromised, or used unlawfully
- Continued access may expose Bounce Back Smart to legal or regulatory risk

Upon termination or suspension, your right to access and use the Service will immediately cease. Bounce Back Smart is not liable to you for any suspension or termination of access, except as required by applicable law.

Sections of these Terms that by their nature should survive termination will survive, including but not limited to intellectual property rights, disclaimers, limitation of liability, indemnification, and dispute resolution provisions.

#### **15. Privacy and Data Use**

Bounce Back Smart's collection, use, and disclosure of personal information are governed by its Privacy Policy, which is incorporated into these Terms by reference.

By using the Service, you consent to the collection and use of information as described in the Privacy Policy, including information related to your use of the Service, device data, and information you voluntarily provide.

You acknowledge that no system is completely secure and that Bounce Back Smart cannot guarantee the absolute security of your information. You agree to receive communications from Bounce Back Smart electronically, including notices related to your account or use of the Service.

#### **16. Disclaimers of Warranties**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, BOUNCE BACK SMART DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, AND AVAILABILITY.

BOUNCE BACK SMART DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, RECOMMENDATION, OR RESULT WILL BE ACCURATE, SAFE, OR EFFECTIVE.

Some jurisdictions do not allow the disclaimer of certain warranties, so the above disclaimers may not apply to you to the extent prohibited by law.

### **17. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, BOUNCE BACK SMART SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSSES ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF BOUNCE BACK SMART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, BOUNCE BACK SMART'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID TO BOUNCE BACK SMART FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

Some jurisdictions, including California, do not allow the exclusion or limitation of certain damages, including liability for personal injury caused by gross negligence or willful misconduct. In such jurisdictions, Bounce Back Smart's liability will be limited to the fullest extent permitted by applicable law.

### **18. Indemnification**

You agree to defend, indemnify, and hold harmless Bounce Back Smart and its officers, directors, employees, contractors, affiliates, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use of or misuse of the Service

- Your violation of these Terms
- Your breach of any representation or obligation under these Terms
- Your failure to accurately disclose health, physical, or other relevant information

Bounce Back Smart reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate fully in such defense.

### **19. Dispute Resolution; Arbitration; Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Except where prohibited by law, any dispute, claim, or controversy arising out of or relating to the Service or these Terms shall be resolved through binding arbitration on an individual basis, rather than in court.

You and Bounce Back Smart agree that:

- Arbitration shall be conducted by a neutral arbitrator under the rules of a recognized arbitration organization
- Arbitration will take place on an individual basis only
- You waive any right to a jury trial or to participate in a class action, collective action, or representative proceeding

Notwithstanding the foregoing, either party may bring an individual claim in small claims court if the claim qualifies.

This arbitration provision shall survive termination of these Terms.

### **California Public Injunctive Relief.**

Notwithstanding the foregoing, nothing in this section is intended to prevent you from seeking public injunctive relief in a court of competent jurisdiction where such relief is permitted by applicable law.

### **20. Governing Law and Venue**

These Terms and any dispute arising out of or relating to the Service shall be governed by and construed in accordance with the laws of the State of Delaware, where Bounce Back Smart is incorporated, without regard to its conflict of law principles.

To the extent any dispute is not subject to arbitration as provided in these Terms, you agree that such dispute shall be brought exclusively in the state or federal courts located in the State of Arizona, and you consent to the personal jurisdiction of such courts.

Nothing in these Terms is intended to limit any non-waivable rights you may have under applicable consumer protection laws.

## **21. Modifications to the Service**

Bounce Back Smart reserves the right to modify, suspend, or discontinue all or any part of the Service at any time, with or without notice. This may include changes to features, content, availability, or functionality.

Bounce Back Smart shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, except as required by applicable law.

## **22. Force Majeure**

Bounce Back Smart shall not be liable for any failure or delay in performance under these Terms resulting from events beyond its reasonable control, including but not limited to natural disasters, acts of war or terrorism, labor disputes, power or internet outages, governmental actions, or failures of third-party service providers.

## **23. Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

## **24. Entire Agreement**

These Terms, together with any policies or documents incorporated by reference, constitute the entire agreement between you and Bounce Back Smart regarding your use of the Service and supersede all prior or contemporaneous agreements, understandings, or representations, whether written or oral.

Any failure by Bounce Back Smart to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.