



QuestMeUP

Do Your Quest and Be Your Best

Terms & Conditions

Effective Date: April 28, 2025

Please read these QuestMeUp Consumer Terms and Conditions ("Agreement") carefully.

By accessing, downloading, or using any part of the QuestMeUp services, you ("You" or "Your") agree to be bound by the terms and conditions outlined below. This Agreement forms a legally binding contract between you and QuestMeUp LLC. ("QuestMeUp").

Your continued use of the QuestMeUp services confirms your acceptance of this Agreement in its entirety, as if it were a written contract personally signed by you. If you do not agree with any of these terms, you must not access, download, or use the QuestMeUp services.

In consideration of the mutual promises and obligations contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, You and QuestMeUp agree as follows:

1. QuestMeUp Services

QuestMeUp provides coaching, personal development services through its digital platform. These services include access to and use of QuestMeUp's web platform and website (collectively, the "QuestMeUp platform"), and access to standard customer support (the "QuestMeUp Services").

You may request QuestMeUp Services by submitting an order through QuestMeUp Platform (each, an "Order"). An Order becomes effective only when accepted by QuestMeUp. Each Order will specify the Subscription Period, applicable fees, and any other relevant terms. Once accepted, an Order becomes an integral part of this Agreement by reference.

If there is any conflict between the terms of this Agreement and an accepted Order, the terms of this Agreement shall control unless otherwise explicitly stated in the Order.

2. Your Interactions, Restrictions, and Reporting

Your interactions with QuestMeUp in connection with the QuestMeUp Services are governed by this Agreement. QuestMeUp may collect and use any data, information, or materials provided by you during your use of the Services in accordance with this Agreement and our Privacy Policy.

Your access to the QuestMeUp Platform is limited to personal use within the scope of this Agreement. You agree not to, and will not permit others to:

- Rent, lease, copy, disclose, sublicense, or otherwise provide access to the QuestMeUp Platform to any third party;
- Use the Platform on behalf of or for the benefit of any third party, or offer any portion of the Services as part of a commercial service;
- Publicly disclose or distribute any performance-related information about the QuestMeUp Platform without prior written consent from QuestMeUp.

3. Fees and Payment Terms

The fees and payment terms for the QuestMeUp Services, including any related support, are specified in the applicable Order. You agree to pay all fees as outlined in each accepted Order, in accordance with the terms set forth therein.

4. Term, Termination, and Effects of Termination

This Agreement becomes effective on the date you first access, download, or use the QuestMeUp Services (the “Effective Date”) and will remain in effect until the end of your final active Subscription Period, unless terminated earlier in accordance with this section.

QuestMeUp may modify its pricing for any renewal Subscription Period at its sole discretion, and such changes will apply to future Orders following notice.

Either you or QuestMeUp may terminate this Agreement or any active Order at any time and for any reason with immediate effect. QuestMeUp also reserves the right to terminate this Agreement or any Order immediately if you breach the terms of this Agreement or violate any applicable acceptable use policy.

Upon termination or expiration of this Agreement:

- QuestMeUp will stop providing Services, and
- You must immediately cease all access and use of the QuestMeUp Platform, unless otherwise permitted in writing by QuestMeUp.

Notwithstanding termination, the following sections of this Agreement will survive.

Refunds: Unless otherwise stated in an Order or applicable promotional terms, no refunds will be issued after thirty (30) days from the date of purchase. QuestMeUp reserves the right to review refund requests on a case-by-case basis in exceptional circumstances.

5. Representations and Warranties

Each party represents and warrants that:

- It has the full legal right, power, and authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms;
- It will comply with all applicable laws and regulations in fulfilling its obligations under this Agreement.

6. Disclaimer

QuestMeUp is not a healthcare provider, licensed therapist, or medical device company, and the QuestMeUp Services are not intended to provide medical advice, diagnosis, or treatment. All coaching, content, and tools offered through the QuestMeUp Platform are for educational and personal development purposes only.

Only a licensed physician, therapist, or qualified healthcare professional can provide medical advice or mental health treatment. You should consult with a licensed provider before making any decisions that could affect your physical or mental health.

QuestMeUp makes no warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose, or non-infringement. Coaching services provided by QuestMeUp do not constitute therapy, counseling, or medical care.

QuestMeUp is not responsible for delays, interruptions, or service failures caused by internet connectivity, third-party systems, or other factors beyond our reasonable control.

7. Limitation of Liability

Except as provided below, and to the maximum extent permitted by applicable law:

- Neither party shall be liable to the other for any indirect, incidental, special, consequential, or exemplary damages—including, but not limited to, loss of profits, data, goodwill, or business interruption—arising out of or related to this Agreement, regardless of the legal theory and even if the party has been advised of the possibility of such damages.
- Each party's total cumulative liability to the other for all claims arising out of or related to this Agreement shall not exceed the total fees paid by you to QuestMeUp under this Agreement in the twelve (12) months preceding the event giving rise to the liability.

Exceptions: The above limitations do not apply to:

- Your breach of the restrictions outlined in Section 2;

- Your misappropriation of QuestMeUp's intellectual property;
- Either party's gross negligence, willful misconduct, or fraud.

These limitations reflect a mutual allocation of risk and are fundamental to the pricing and services provided under this Agreement.

8. Confidentiality

Each party agrees to keep the other's non-public information confidential and to use it solely for purposes related to this Agreement. Disclosure is permitted only to individuals or entities who need to know the information to fulfill obligations under this Agreement and who are bound by similar confidentiality obligations. These obligations do not apply to information that is publicly available, rightfully received from a third party, independently developed, or required to be disclosed by law. Upon termination of this Agreement, all confidential information must be returned or destroyed.

9. Arbitration and Governing Law

Any dispute arising from this Agreement or your use of QuestMeUp Services will be resolved through final and binding arbitration, conducted individually and not as part of a class action. The arbitration will be governed by the laws of Florida, without regard to its conflict of laws principles.

Notwithstanding the arbitration clause above, you and QuestMeUp agree that either party may:

1. Bring an individual claim in small claims court;
2. Seek enforcement through applicable government agencies;
3. Pursue injunctive relief in court; or
4. File a lawsuit for intellectual property infringement.

Arbitration fees will be allocated per the applicable arbitration rules. If a claim is deemed frivolous or filed for an improper purpose, the arbitrator may reassign fees accordingly. Arbitration must be initiated within six (6) months of the event giving rise to the claim, unless a longer period is required by law.

You will be notified by email or platform message of any material updates to these arbitration provisions.

Governing Law and Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws principles. Any legal proceedings arising under this Agreement shall be brought exclusively in the state or federal courts located in Florida, and both parties consent to the jurisdiction of these courts.

10. Other Important Information

Ownership

QuestMeUp retains all rights, title, and interest in and to the QuestMeUp Services, including all related software, materials, and intellectual property rights. This includes any anonymous or aggregated data, feedback, and all associated patent, copyright, trademark, and trade secret rights.

Subcontractors

QuestMeUp may engage third-party coaches and service providers to deliver its Services. These subcontractors are contractually obligated to uphold confidentiality and data protection standards consistent with QuestMeUp's commitments.

Privacy

QuestMeUp is committed to protecting your privacy. User data may also be used in anonymized or aggregated form to improve the platform and user experience. For detailed information on how we collect, use, and safeguard your personal data, please refer to our Privacy Policy.

Third-Party Tools

The QuestMeUp Services may incorporate third-party communication tools to facilitate interactions. While QuestMeUp ensures that any data shared through these tools is handled in accordance with our Privacy Policy, your use of such tools is also governed by the respective third-party providers' terms and privacy policies. QuestMeUp is not responsible for the performance or policies of these third-party tools.

Assignment

QuestMeUp may assign or transfer its rights and obligations under this Agreement to any affiliate or in connection with a merger, acquisition, or sale of assets, provided such assignment does not materially affect your rights. You may not assign or transfer your rights or obligations under this Agreement without QuestMeUp's prior written consent.

Notices

All notices to QuestMeUp must be sent to QuestMeUp email. We may send notices to you via the email address associated with your account. Notices are deemed received on the date sent, unless otherwise specified.

Waiver and Severability

Failure to enforce any provision of this Agreement does not constitute a waiver of that provision. If any provision is found to be unenforceable, the remaining provisions will remain in full force and effect.

Changes to Terms

QuestMeUp may update these Agreement at its discretion. Existing users will be notified of material changes via email or platform notice. Continued use of the Services after such notice constitutes acceptance of the updated Agreement.

If a change materially affects your rights or obligations, you may dispute it by notifying us within ten (10) business days of the update. During the dispute period, your access to the Services may be temporarily suspended. If the dispute isn't resolved within thirty (30) days, either party may terminate the Agreement.

Miscellaneous

This Agreement, including all incorporated Orders, constitutes the entire agreement between you and QuestMeUp and supersedes all prior agreements related to its subject matter. Any modifications must be agreed upon by both parties.

Contact Us

If you have questions or requests regarding this Policy or your data, please contact us:

Email: support@questmeup.com

Mail: QuestMeUp LLC, 7901, 4th St N STE 300 St Petersburg, FL 33702 US