VISIONARY

Privacy Policy

EFFECTIVE 30 OCTOBER 2026

1. INTRODUCTION AND SCOPE

This Privacy Policy ("Policy") explains how The Visionary Platform Ltd ("Visionary", "we", "us", or "our") collects, uses, stores, discloses, and protects your personal data when you access or use the Visionary platform, including any associated websites, mobile applications, services, products, and content (collectively, the "Platform").

Visionary is committed to protecting your privacy and handling your personal data in a transparent, secure, and lawful manner. This Policy applies to all users of the Platform, regardless of geographic location, and is intended to comply with applicable data protection and privacy laws, including but not limited to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the EU General Data Protection Regulation (GDPR), and the Protection of Personal Information Act (POPIA), where applicable.

By accessing or using the Platform, you acknowledge that you have read and understood this Privacy Policy and agree to the collection and use of your personal data as described herein.

1.1 Scope of Application

This Policy applies to all personal data collected through:

- Your use of the Platform
- Account registration and profile creation
- Completion of questionnaires, assessments, or inputs used for personalization
- Purchases of products or services through the Platform
- Interactions with customer support or communications from Visionary
- Automated technologies, including cookies and analytics tools

This Policy applies whether you access the Platform via desktop, mobile device, or any other interface.

1.2 Role of Visionary

For the purposes of applicable data protection laws, Visionary acts as the "data controller" in relation to your personal data. This means that Visionary determines the purposes for which, and the manner in which, your personal data is collected and processed.

In certain circumstances, Visionary may engage third-party service providers to process data on its behalf. In such cases, those providers act as "data processors" and are required to process your data in accordance with applicable laws and Visionary's instructions.

The data controller is The Visionary Platform Ltd (company number 17198186, England and Wales), registered office 167-169 Great Portland Street, 5th Floor, London W1W 5PF, United Kingdom. You can contact us about your personal data at info@thevisionaryplatform.com.

Visionary is registered with the United Kingdom Information Commissioner's Office (ICO) as a data controller under registration reference ZC178414.

1.3 Nature of the Platform and Data Processing

The Platform provides a personalized wellness experience that may include fitness programs, nutritional guidance, educational content, AI-driven tools, and eCommerce services.

Due to the nature of these services, Visionary may collect and process different categories of data, including information relating to your lifestyle, preferences, and health-related inputs. Such data is used to provide personalized recommendations and improve the functionality of the Platform.

Visionary does not provide medical diagnosis or treatment and does not process personal data for the purpose of delivering medical services.

1.4 Global Use and Data Transfers

The Platform is accessible globally. By using the Platform, you acknowledge that your personal data may be transferred to, stored in, and processed in countries outside of your country of residence, including jurisdictions that may have different data protection standards.

Visionary takes reasonable steps to ensure that appropriate safeguards are in place to protect your data in accordance with applicable laws.

1.5 Acceptance of This Policy

By using the Platform, you consent to the collection, use, and processing of your personal data as described in this Policy. Where required by law, Visionary will obtain explicit consent for specific types of data processing.

If you do not agree with this Policy, you should discontinue use of the Platform.

1.6 Updates to This Privacy Policy

Visionary reserves the right to update or modify this Privacy Policy at any time to reflect changes in legal requirements, business practices, or the functionality of the Platform.

Where changes are made, the updated Policy will be published on the Platform with a revised effective date. Continued use of the Platform following such changes constitutes acceptance of the updated Policy.

2. INFORMATION WE COLLECT

Visionary collects and processes different categories of personal data in order to provide, improve, and personalize the Platform. The types of data collected depend on how you interact with the Platform, including whether you create an account, use personalization features, or make purchases.

2.1 Personal Identification Information

Visionary may collect personal information that identifies you directly or can be used to identify you. This may include your name, email address, account credentials, and any other information you provide when registering for an account or interacting with the Platform.

You are responsible for ensuring that all personal information you provide is accurate and up to date.

2.2 Health, Lifestyle, and Personalization Data

Due to the nature of the Platform, Visionary may collect information relating to your lifestyle, habits, preferences, and health-related inputs. This may include, but is not limited to, your fitness level, physical condition, goals, training preferences, dietary preferences, sleep patterns, the nightly sleep goal and usual wake time you set, and any other information you voluntarily provide through questionnaires, assessments, or interactions with the Platform.

This information is used to generate personalized recommendations, including fitness programs, nutritional guidance, and AI-driven outputs.

Visionary treats such data with additional care due to its potentially sensitive nature. However, you acknowledge that this information is provided voluntarily and is not used for medical diagnosis or treatment.

2.3 AI Interaction and Behavioral Data

Visionary may collect data relating to your interactions with AI-driven tools and features on the Platform. This may include the inputs you provide, the outputs generated, feedback provided, and how you engage with recommendations.

This information is used to improve the accuracy, relevance, and functionality of AI systems, as well as to enhance your overall experience on the Platform.

2.4 Purchase and Transaction Data

Where you purchase Products or services through the Platform, Visionary may collect information relating to your transactions. This may include details of the Products purchased, order history, billing information, shipping details where you buy physical Products, and related communications.

Payment information is processed through third-party payment providers, including Stripe and PayPal, and Visionary does not store full payment card details.

2.5 Technical and Usage Data

Visionary may automatically collect certain technical information when you access or use the Platform. This may include your IP address, device type, operating system, browser type, time zone settings, and usage data such as pages visited, features used, and interaction patterns.

This information is used to maintain the security and performance of the Platform and to understand how users interact with its features.

2.6 Cookies and Tracking Technologies

The Platform may use cookies and similar tracking technologies to collect information about your activity and preferences. These technologies help Visionary improve functionality, personalize content, and analyze user behaviour.

Further details regarding the use of cookies are set out in the Cookie Policy.

2.7 Communications and Support Data

Visionary may collect information contained in any communications you send to us, including emails, support requests, feedback, or other inquiries. This may include your contact details and the content of your messages.

Such information is used to respond to inquiries, provide support, and improve the quality of the Platform and services.

2.8 Inferred and Derived Data

Visionary may generate additional data based on your interactions with the Platform. This may include inferred preferences, behavioral patterns, and engagement insights used to enhance personalization and improve service delivery.

Such data is derived from your activity and is used solely for internal purposes related to improving the Platform experience.

2.9 Data from Third Parties

Visionary may receive limited information about you from third-party service providers where necessary to facilitate services, including payment processing, analytics, or fulfilment services.

Any such data is processed in accordance with this Privacy Policy and applicable laws.

2.10 Voluntary Nature of Data Provision

You acknowledge that the provision of personal data, including health-related and lifestyle information, is voluntary. However, certain features of the Platform may not function properly or may be unavailable if required data is not provided.

By choosing to provide such information, you consent to its use as described in this Policy.

2.11 Apple Health, Health Connect and Apple Watch Data

Visionary collects sleep data from Apple Health or Health Connect, and workouts with heart rate, calories and distance recorded on your Apple Watch, only if you choose to connect them in the Visionary app or use Visionary on your watch. Section 3 explains what is collected and how it is used.

2.12 Location Data

If you ask the Visionary app or website to work out the vitamin D guidance for where you are, we read your device’s location once, at that moment, and keep only your **latitude**, rounded to one decimal place (roughly 11 kilometres).

We keep the latitude because how high the midday sun rises, which is what decides whether your skin can make vitamin D, depends on how far north or south you are and on the date. Your longitude is never stored. We do not track your location in the background, we do not record where you have been, and we do not read your location again unless you ask us to.

You choose whether to do this. The feature works without it from the country you tell us, and you can remove the latitude at any time on the Supplements page, which puts us back to using your country. On your phone you can also withdraw permission in your device's Settings. We never use location for advertising or marketing, never sell it, and never share it with anyone else.

2.13 Cycle and Reproductive Health Data

If you choose to use cycle tracking, we collect what the feature needs to work out where you are in your cycle: the **first day of your last period**, your **typical cycle length** and **period length**, the **birth control** you use if any, any of a short list of **conditions** you tell us apply (PCOS, endometriosis, irregular cycles, perimenopause), and which **mode** you have chosen, which is tracking your cycle, trying to conceive, pregnancy, or recovery after birth. As you use the feature we also keep the **period start dates** and any **symptoms** you log.

Data about your cycle, your reproductive health and any pregnancy is health data, a special category of personal data. We process it only on the basis of your **explicit consent**, which you give by choosing a cycle mode and entering these details. Nothing is collected if you do not.

This is used to show your predicted phases and dates, and to adapt your training, nutrition and hydration guidance to them. We do not use it for advertising or marketing, we do not sell it, and we do not share it with anyone else beyond the infrastructure providers listed in section 5 who store it on our behalf.

You are never obliged to answer. The question offers "Not right now", every field can be changed later, and you can stop tracking and delete what you have entered from the Cycle page at any time, or by emailing info@thevisionaryplatform.com. Withdrawing your consent stops any further processing and removes the predictions; it does not affect anything we lawfully did before you withdrew it.

2.14 Answers You Give Before Creating an Account

You can complete the Platform's setup questionnaire before you create an account, in order to be shown a plan. When you do, your answers are stored against your enquiry under the email address you gave, together with the plan generated from them. Those answers include the health-related inputs described in section 2.2, and, if you chose to answer them, the cycle details described in section 2.13.

If you then create an account, or sign in to an existing one, from the link we send you, those answers are applied to it so that your account starts out set up the way you answered, rather than asking you everything a second time.

If you never create an account, the enquiry and its answers are deleted automatically after 90 days, and you can ask us to delete them sooner at any time by emailing info@thevisionaryplatform.com. You do not need an account to ask. See section 7 for retention and section 8 for your rights.

2.15 Photos You Take and Voice You Record

Some features work from a photo or a short recording. What happens to each is different, and in none of them does Visionary keep the image or the audio.

If you log a meal by photographing it, or scan a shelf to fill your pantry, the photo is sent to a third-party AI provider, which reads what is in it and returns a list of items with their nutrition. Visionary uses that list to fill in the entry for you to check and correct before it is saved. The photo itself is **not stored by Visionary**, in your account or anywhere else. What is kept is the food entry you confirm.

The photo taken by the posture feature **never leaves your device**. It is analysed on the phone itself and only the measurements it produces are saved. The image is not uploaded to Visionary or to anyone else.

Where you can speak instead of typing, the recording is sent to a third-party AI provider to be turned into text. The recording is deleted from your device as soon as it has been transcribed, and Visionary **does not store the audio**. What is kept is the text, as though you had typed it.

Visionary does not use your photos or your recordings to train any model of its own. The providers that carry out the analysis receive them in order to do so and for no other purpose of ours; section 5.1 describes the kinds of provider involved.

Your camera and your microphone are reached only at the moment you use one of these features, and you are asked for permission the first time. Every one of them has a way to type or enter the information by hand instead, so you can refuse and still use the Platform in full, and you can withdraw the permission at any time in your device settings.

3. APPLE HEALTH, HEALTH CONNECT AND APPLE WATCH

If you connect Apple Health (on iPhone) or Health Connect (on Android) in the Visionary app, we read your sleep data from it: when you fell asleep and woke up, how long you slept, your sleep stages (such as deep, core, REM and time awake) and the name of the app or device that recorded it.

If you use the Visionary app on your Apple Watch, it records your workouts with Apple Health: the type of workout, when it started and ended, your heart rate, the active calories you burned and, for walks, runs and rides, the distance. It saves each workout to Apple Health, where it counts towards your Activity rings and stays under your control, and sends it to the Visionary app on your iPhone. If you allow it, the Visionary app on your iPhone also reads these workouts, with their heart rate, calories and distance, from Apple Health, so they reach your account even if your phone was not with you. When you follow a workout in the Visionary app with your watch on, your heart rate and calories are shown as you go and saved with that workout.

Apple Health may also let the Visionary app see workouts recorded by other apps; we ignore them and keep only the workouts recorded with Visionary. We do not read any other data from Apple Health or Health Connect. The only data we write is the workouts you record with Visionary on your Apple Watch, which are saved to Apple Health. We never write to Health Connect.

We use this data only to provide the Platform to you: to show your nights, sleep patterns and weekly sleep summary, to show your workouts with their heart rate, calories and distance and count them towards your training, streaks and achievements, and to tailor your training, nutrition and guidance, including in conversations with Vic, our AI coach. It is stored with your account and handled by the service providers who host the Platform and run its AI features, acting under our instructions.

We never use data from Apple Health, Health Connect or your Apple Watch for advertising or marketing, never sell it, and never share it with anyone else, including data brokers, unless the law requires us to.

Our use of information received from Health Connect adheres to the Health Connect Permissions policy, including the Limited Use requirements.

Sleep and workout data, including heart rate, is health data, a special category of personal data. We process it on the basis of your explicit consent, which you give when you connect Apple Health or Health Connect, or allow the Visionary app on your Apple Watch to use Apple Health. You can withdraw that consent at any time: stop syncing sleep in the Visionary app, where you can also remove the nights already brought in, or turn off Visionary's access in the Health settings on your iPhone or Apple Watch, or in Health Connect settings. Workouts saved to Apple Health stay in the Health app, where you can delete them. You can also ask us to delete this data from your account by emailing info@thevisionaryplatform.com.

4. HOW WE USE YOUR INFORMATION

Visionary uses your personal data for a range of purposes necessary to operate, maintain, and improve the Platform, as well as to deliver personalized services and experiences. The specific ways in which your data is used depend on how you interact with the Platform.

4.1 Provision of Services

Visionary uses your information to provide and deliver the core functionality of the Platform. This includes creating and managing your account, delivering fitness programs, generating nutritional guidance, providing educational content, and enabling access to AI-driven tools and features.

Your data is used to ensure that the Platform functions as intended and that you are able to access the services you have requested.

4.2 Personalization and Recommendations

A central feature of the Platform is its ability to provide personalized experiences. Visionary uses the data you provide, including lifestyle, preference, and health-related inputs, to tailor recommendations such as workouts, meal plans, educational content, and product suggestions.

This personalization may involve automated processing and AI-driven systems designed to improve the relevance and effectiveness of the Platform's outputs.

4.3 AI System Functionality and Improvement

Visionary may use your interactions with AI-driven features, including inputs, outputs, and feedback, to improve the accuracy, performance, and reliability of its systems.

This includes analyzing usage patterns, refining algorithms, and enhancing the quality of recommendations. Such processing is conducted for internal development and service improvement purposes.

4.4 Processing Transactions and Orders

Where you make purchases through the Platform, Visionary uses your information to process transactions, manage orders, arrange delivery of any physical Products, and communicate with you regarding your purchases.

This includes sharing necessary information with payment processors and, for physical Products, fulfilment partners, for the purpose of completing your order.

4.5 Customer Support and Communications

Visionary uses your data to respond to inquiries, provide customer support, and communicate with you about your account, services, or transactions.

This may include sending service-related messages, updates, notifications, and administrative communications necessary for the operation of the Platform.

4.6 Marketing and Promotional Communications

With your consent, Visionary may use your contact information to send you marketing communications, including updates, offers, and information about new features, services, or products.

You may opt out of such communications at any time by following the unsubscribe instructions or contacting Visionary directly.

4.7 Platform Improvement and Analytics

Visionary uses technical and usage data to analyze how users interact with the Platform. This information is used to:

- Improve functionality and performance
- Identify and resolve technical issues
- Enhance user experience
- Develop new features and services

Such analysis may involve aggregated or anonymized data where appropriate.

4.8 Security and Fraud Prevention

Your information may be used to maintain the security and integrity of the Platform, detect and prevent fraud, and protect against unauthorized access or misuse.

This includes monitoring for suspicious activity, enforcing platform rules, and ensuring compliance with our Terms and Conditions.

4.9 Legal and Regulatory Compliance

Visionary may process your data where necessary to comply with applicable legal and regulatory obligations, including responding to lawful requests from authorities, enforcing legal rights, and resolving disputes.

4.10 Product Recommendations and Behavioral Insights

Visionary may use your interaction and purchase data to suggest products or services that may be relevant to you. These recommendations are based on general patterns, preferences, and behavior observed through your use of the Platform.

Such recommendations are provided for convenience and are not intended to constitute professional or medical advice.

4.11 Internal Business Operations

Visionary may use your data for internal administrative purposes, including record keeping, auditing, business analysis, and strategic planning.

This processing is necessary to support the ongoing operation and development of the Platform.

4.12 Lawful Basis for Processing

Where required by applicable law, Visionary relies on one or more of the following legal bases for processing your personal data:

- Your consent
- The performance of a contract between you and Visionary
- Visionary's legitimate business interests, provided such interests do not override your rights
- Compliance with legal obligations

Visionary ensures that all data processing activities are carried out in accordance with applicable data protection laws.

5. HOW WE SHARE YOUR INFORMATION

Visionary does not sell your personal data. However, in order to operate the Platform and provide its services, Visionary may share your information with selected third parties under controlled and lawful conditions.

All data sharing is carried out only to the extent necessary for the purposes described in this Privacy Policy and in accordance with applicable data protection laws.

5.1 Service Providers and Data Processors

Visionary may share your personal data with third-party service providers who perform functions on its behalf. These providers act as data processors and are contractually obligated to process your data only in accordance with Visionary's instructions and applicable laws.

Such service providers may include:

- Payment processing providers, including Stripe and PayPal
- Fulfilment and logistics providers, where you buy physical Products
- Hosting, cloud storage, and infrastructure providers
- Analytics and performance monitoring services
- AI providers, who power the Platform's AI features and who analyse a photo or transcribe a recording when you use a feature that works that way

These providers are granted access only to the data necessary to perform their specific functions.

5.2 Payment Processing

When you make a purchase or subscribe to services, your payment information is processed directly by third-party payment providers. Visionary does not store full payment card details.

Payment providers process your data in accordance with their own privacy policies and security standards. Visionary is not responsible for the handling of your data by such providers outside of its control.

5.3 Product Fulfilment and Delivery

Visionary does not currently sell physical Products through the Platform. Where it does so and you purchase Products, Visionary may share relevant order and shipping information with fulfilment partners for the purpose of manufacturing, packaging, and delivering your order.

This information may include your name, delivery address, and order details. Such data is shared solely to complete the transaction and provide the requested service.

5.4 Business Operations and Analytics

Visionary may share aggregated or anonymized data with third-party analytics providers to understand how users interact with the Platform and to improve its functionality and performance.

Where personal data is shared for analytics purposes, it is limited to what is necessary and handled in accordance with applicable data protection laws.

5.5 Legal and Regulatory Requirements

Visionary may disclose your personal data where required to do so by law or where it reasonably believes that such disclosure is necessary to:

- Comply with legal obligations
- Respond to lawful requests from public authorities
- Enforce Visionary's legal rights or Terms
- Protect the rights, property, or safety of Visionary, its users, or others

5.6 Business Transfers

In the event of a merger, acquisition, restructuring, or sale of assets, your personal data may be transferred to a third party as part of that transaction. Visionary will take reasonable steps to ensure that your data continues to be protected in accordance with this Privacy Policy.

5.7 Third-Party Links and Services

The Platform may contain links to third-party websites, services, or resources. Visionary does not control and is not responsible for the privacy practices of such third parties.

You are encouraged to review the privacy policies of any third-party services you access.

5.8 No Sale of Personal Data

Visionary does not sell, rent, or trade your personal data to third parties for monetary or commercial gain.

5.9 Data Minimization and Purpose Limitation

Visionary only shares personal data that is necessary for the specific purpose for which it is being processed. All third-party data sharing is subject to appropriate safeguards to ensure that your data is handled securely and in accordance with this Policy.

6. COOKIES AND TRACKING TECHNOLOGIES

6.1 Use of Cookies

The Platform uses cookies and similar tracking technologies to enhance functionality, improve user experience, and analyze how the Platform is used.

Cookies are small text files that are stored on your device when you access or use the Platform. They enable the Platform to recognize your device, remember your preferences, and provide a more personalized experience.

6.2 Types of Cookies Used

Visionary may use different categories of cookies, including:

- Essential cookies, which are necessary for the operation of the Platform and enable core functionality such as account access, security, and navigation
- Performance and analytics cookies, which help Visionary understand how users interact with the Platform, including pages visited, features used, and overall engagement
- Functionality cookies, which allow the Platform to remember your preferences and settings to enhance usability
- Marketing and advertising cookies, where applicable, which may be used to deliver relevant content or promotional material based on your interests

Each category of cookies serves a specific purpose and is used only where appropriate.

6.3 Purpose of Tracking Technologies

Visionary uses cookies and similar technologies to:

- Ensure the Platform functions correctly
- Maintain security and prevent fraud
- Analyze usage patterns and improve performance
- Personalize content and recommendations
- Support marketing and communication efforts, where permitted

Tracking technologies may also be used to understand how users engage with specific features, including AI-driven tools and personalization systems.

6.4 Consent and Control

Where required by applicable law, Visionary will request your consent before placing non-essential cookies on your device.

You have the ability to control or disable cookies through your browser settings or through any cookie management tools provided on the Platform. Please note that disabling certain cookies may impact the functionality or performance of the Platform.

6.5 Third-Party Cookies

Some cookies may be placed by third-party service providers, including analytics and performance tools, which assist Visionary in operating and improving the Platform.

These third parties may collect information about your online activity over time and across different websites. Visionary does not control the use of such cookies and recommends reviewing the respective privacy policies of these third parties.

6.6 Retention of Cookie Data

Cookies may be stored on your device for varying periods of time depending on their purpose. Some cookies are temporary and expire when you close your browser, while others may remain on your device until they are manually deleted or reach their expiration date.

6.7 Additional Information

Further details regarding the specific cookies used on the Platform may be provided in a separate Cookie Policy or cookie management interface, where applicable.

7. DATA RETENTION

7.1 Retention Principles

Visionary retains personal data only for as long as is necessary to fulfil the purposes for which it was collected, including the provision of services, compliance with legal obligations, resolution of disputes, and enforcement of agreements.

Data retention practices are designed to ensure that personal data is not kept longer than necessary while maintaining the functionality and integrity of the Platform.

7.2 Account Information

Personal data associated with your account, including identification details and profile information, will generally be retained for as long as your account remains active.

If you choose to close your account, Visionary will take reasonable steps to delete or anonymize your personal data within a reasonable timeframe, except where retention is required for legitimate business or legal purposes.

7.3 Health, Lifestyle, and Personalization Data

Data relating to your lifestyle, preferences, and health-related inputs may be retained for the duration of your use of the Platform in order to maintain personalization and continuity of service.

Where such data is no longer required, Visionary will either delete it or anonymize it so that it can no longer be associated with you.

7.3a Questionnaire Answers Given Before an Account Exists

Where you completed the setup questionnaire without creating an account, as described in section 2.14, your answers and the plan generated from them are retained under the email address you gave until either you create or sign in to an account, at which point they are applied to it, or you ask us to delete them.

If you have not created an account within **90 days**, the enquiry and everything stored with it, including the plan and any answers about your cycle, is deleted automatically. You can also have yours removed sooner, at any time and without an account, by emailing info@thevisionaryplatform.com.

7.4 Transaction and Financial Data

Information relating to transactions, orders, and billing may be retained for longer periods where required for accounting, tax, or regulatory compliance.

Such retention periods may vary depending on applicable legal requirements and may extend beyond the duration of your active use of the Platform.

7.5 Technical and Usage Data

Technical data and usage information may be retained for analytical and operational purposes. Where possible, such data is aggregated or anonymized to reduce its association with identifiable individuals.

Retention periods for such data are determined based on the necessity of maintaining platform performance, security, and improvement.

7.6 Communications and Support Records

Records of communications, including support requests and correspondence, may be retained for a reasonable period to assist with ongoing support, quality assurance, and dispute resolution.

7.7 Legal and Regulatory Requirements

Visionary may retain certain personal data for longer periods where required to comply with legal obligations, resolve disputes, enforce agreements, or protect legal rights.

This may include retaining data necessary for fraud prevention, regulatory reporting, or compliance with applicable laws.

7.8 Data Deletion and Anonymization

When personal data is no longer required for the purposes for which it was collected, Visionary will take reasonable steps to securely delete, anonymize, or de-identify such data.

Anonymized data may be retained for analytical or research purposes, as it no longer identifies you.

7.9 User Requests for Deletion

You may request the deletion of your personal data at any time, subject to certain legal and operational limitations. Visionary will assess such requests in accordance with applicable data protection laws and will comply where required.

7.10 Retention Period Variability

Retention periods may vary depending on the type of data, the purpose for which it was collected, and applicable legal requirements. Visionary applies a case-by-case approach to ensure that data is retained only for as long as necessary.

8. YOUR RIGHTS AND CHOICES

Visionary is committed to ensuring that you have control over your personal data. Depending on your location and applicable data protection laws, you may have certain rights in relation to your personal data.

8.1 Right of Access

You have the right to request access to the personal data that Visionary holds about you. This includes the right to obtain information about how your data is processed, the purposes of processing, and any third parties with whom your data has been shared.

Visionary will provide a copy of your personal data in a commonly used electronic format, subject to applicable legal requirements.

8.2 Right to Rectification

You have the right to request correction of any inaccurate or incomplete personal data. Visionary will take reasonable steps to ensure that your data is accurate and up to date and will correct any errors upon request.

8.3 Right to Erasure (“Right to be Forgotten”)

You may request the deletion of your personal data where:

- The data is no longer necessary for the purposes for which it was collected
- You withdraw consent where processing is based on consent
- You object to processing and there are no overriding legitimate grounds
- The data has been processed unlawfully

Visionary will comply with such requests where required by law, subject to certain legal or operational limitations, including where retention is necessary for compliance with legal obligations or the establishment, exercise, or defence of legal claims.

8.4 Right to Restrict Processing

You have the right to request that Visionary restrict the processing of your personal data in certain circumstances, including where the accuracy of the data is contested or where processing is unlawful but you oppose deletion.

8.5 Right to Data Portability

Where applicable, you have the right to request that your personal data be provided to you in a structured, commonly used, and machine-readable format, and to request that such data be transmitted to another service provider where technically feasible.

8.6 Right to Object

You have the right to object to the processing of your personal data where such processing is based on Visionary's legitimate interests, including profiling and personalization activities.

Visionary will cease processing your data unless it can demonstrate compelling legitimate grounds that override your rights and interests.

8.7 Right to Withdraw Consent

Where processing of your personal data is based on your consent, you have the right to withdraw that consent at any time. Withdrawal of consent does not affect the lawfulness of processing carried out prior to withdrawal.

8.8 Rights Related to Automated Processing and Profiling

Visionary may use automated systems and AI-driven tools to provide personalized recommendations and services. While such systems may involve profiling based on your data, Visionary does not make decisions that produce legal or similarly significant effects solely through automated means.

You have the right to request information about how such systems operate and to object to certain forms of automated processing, where applicable.

8.9 Marketing Preferences

You have the right to control how your personal data is used for marketing purposes. You may opt out of receiving marketing communications at any time by using the unsubscribe link provided in communications or by contacting Visionary directly.

8.10 Exercising Your Rights

To exercise any of your rights, you may contact Visionary using the contact details provided in this Privacy Policy. Visionary may require verification of your identity before processing your request.

Requests will be handled within a reasonable timeframe and in accordance with applicable legal requirements.

8.11 Limitations and Exceptions

Certain rights may be subject to limitations or exceptions under applicable law. Visionary reserves the right to refuse or limit requests where permitted by law, including where requests are manifestly unfounded, excessive, or where compliance would adversely affect the rights of others.

8.12 Complaints

If you believe that your data has been processed in a manner that does not comply with applicable data protection laws, you have the right to lodge a complaint with a relevant supervisory authority in your jurisdiction.

Visionary encourages users to contact us directly in the first instance to resolve any concerns.

9. DATA SECURITY

9.1 Commitment to Data Security

Visionary is committed to protecting your personal data and implementing appropriate technical and organizational measures to safeguard it against unauthorized access, loss, misuse, alteration, or disclosure.

While no system can be guaranteed to be completely secure, Visionary takes reasonable and proportionate steps to protect the data it processes.

9.2 Security Measures

Visionary employs a range of security measures designed to protect personal data, which may include:

- Encryption of data during transmission and, where appropriate, at rest
- Secure server infrastructure and hosting environments
- Access controls to limit data access to authorized personnel only
- Monitoring systems to detect and prevent unauthorized activity
- Regular reviews and updates of security practices

These measures are designed to ensure the confidentiality, integrity, and availability of your data.

9.3 Access Control and Confidentiality

Access to personal data is restricted to employees, contractors, and service providers who require such access for legitimate business purposes. All individuals with access to personal data are subject to confidentiality obligations and are required to handle data in accordance with applicable laws and Visionary's policies.

9.4 Third-Party Security

Where Visionary engages third-party service providers to process data, reasonable steps are taken to ensure that such providers implement appropriate security measures and comply with applicable data protection requirements.

However, Visionary does not control the security practices of third-party providers and cannot guarantee their systems.

9.5 User Responsibilities

You play an important role in protecting your personal data. You are responsible for:

- Maintaining the confidentiality of your account credentials
- Using secure devices and networks when accessing the Platform
- Not sharing sensitive information unnecessarily

Visionary shall not be liable for unauthorized access to your data resulting from your failure to protect your account or devices.

9.6 Data Breach Response

In the event of a data breach that is likely to result in a risk to your rights and freedoms, Visionary will take appropriate steps to investigate and mitigate the impact.

Where required by applicable law, Visionary will notify affected users and relevant authorities within the timeframes prescribed by law.

9.7 Limitations of Security

While Visionary takes reasonable measures to protect your data, you acknowledge that:

- No method of transmission over the internet is entirely secure
- No system can guarantee absolute protection against all threats

Accordingly, you provide your personal data at your own risk.

9.8 Ongoing Security Improvements

Visionary continually reviews and updates its security practices to address emerging risks, technological developments, and changes in legal requirements.

This ongoing approach is intended to maintain an appropriate level of protection for your personal data over time.

10. INTERNATIONAL DATA TRANSFERS

10.1 Global Nature of the Platform

Visionary operates as a global digital platform. As a result, your personal data may be transferred to, stored in, and processed in countries outside of your country of residence.

These countries may have data protection laws that differ from those in your jurisdiction and may not offer the same level of protection.

10.2 Cross-Border Data Transfers

In order to provide the Platform and its services, Visionary may transfer your personal data to third-party service providers located in different jurisdictions, including but not limited to:

- Payment processing providers
- Cloud hosting and infrastructure services
- Analytics and performance monitoring providers
- Fulfilment and logistics partners, where you buy physical Products

Such transfers are necessary for the operation and functionality of the Platform.

10.3 Safeguards for International Transfers

Where personal data is transferred internationally, Visionary takes reasonable steps to ensure that appropriate safeguards are in place to protect your data. These safeguards may include:

- Contractual agreements requiring recipients to protect your data in accordance with applicable data protection standards
- Data processing agreements with service providers
- Technical and organizational measures designed to secure data

Visionary seeks to ensure that all third-party recipients process personal data in a manner consistent with this Privacy Policy.

10.4 User Acknowledgement of Transfers

By using the Platform and providing your personal data, you acknowledge and agree that your data may be transferred to and processed in jurisdictions outside of your country of residence.

You further acknowledge that while Visionary takes reasonable steps to protect your data, data protection standards in other jurisdictions may differ from those in your own.

10.5 Legal Basis for Transfers

Where required by applicable law, Visionary relies on appropriate legal mechanisms to transfer personal data internationally, including contractual safeguards and your consent where applicable.

10.6 Risk Considerations

You understand that cross-border data transfers may carry certain risks due to differences in legal systems, regulatory enforcement, and data protection standards.

Visionary takes reasonable measures to mitigate such risks but cannot guarantee that all jurisdictions provide equivalent levels of protection.

10.7 Ongoing Compliance

Visionary monitors developments in data protection laws and practices relating to international data transfers and will update its practices where necessary to maintain compliance with applicable legal requirements.

11. CHILDREN'S PRIVACY

11.1 Not Intended for Minors

The Platform is not intended for use by individuals under the age of eighteen (18), or the age of legal majority in their jurisdiction. Visionary does not knowingly collect, solicit, or process personal data from minors.

11.2 No Knowing Collection of Children's Data

Visionary does not knowingly collect personal data from individuals under the applicable minimum age. If Visionary becomes aware that personal data has been collected from a minor without appropriate authorization, it will take reasonable steps to delete such data promptly.

Consistent with United Kingdom data protection law (the UK General Data Protection Regulation and the Data Protection Act 2018) and the Information Commissioner's Office Age Appropriate Design Code, we do not knowingly collect or process the personal data of any person aged sixteen (16) or under, and such individuals must not use the Platform or submit personal data to us. If we become aware that we have collected personal data from a person aged sixteen or under, we will delete it without undue delay.

11.3 Parental Responsibility

If you are a parent or guardian and believe that a minor has provided personal data to Visionary, you are encouraged to contact Visionary so that appropriate action can be taken. You can contact us at info@thevisionaryplatform.com.

11.4 Misrepresentation of Age

By using the Platform, you represent and warrant that you meet the minimum age requirements set out in this Policy. Visionary shall not be liable for any data collected where a user has misrepresented their age.

11.5 Additional Protections

Visionary takes the protection of children's data seriously and will implement additional safeguards where required by applicable law.

If the Platform introduces features specifically designed for minors in the future, Visionary will update this Privacy Policy accordingly to ensure compliance with applicable legal requirements.

12. MARKETING AND COMMUNICATIONS

12.1 Service and Administrative Communications

Visionary may send you service-related communications that are necessary for the operation of the Platform. These may include account notifications, transaction confirmations, subscription updates, security alerts, and important changes to the Platform or policies.

Such communications are considered essential and may be sent regardless of your marketing preferences.

12.2 Marketing Communications

With your consent, Visionary may send you marketing and promotional communications relating to its services, products, features, and offerings. These communications may include newsletters, product updates, promotional offers, and information about new services.

Marketing communications may be delivered via email or other communication channels where permitted by applicable law.

12.3 Personalization of Marketing

Visionary may use your personal data, including your interactions with the Platform, preferences, and purchase history, to tailor marketing communications to your interests.

Such personalization is designed to provide more relevant and meaningful content. However, these communications are not intended to constitute professional or medical advice.

12.4 Consent and Opt-In

Where required by applicable law, Visionary will obtain your consent before sending marketing communications. By providing your contact information and opting in, you agree to receive such communications.

You may withdraw your consent at any time as described below.

12.5 Opt-Out and Unsubscribe

You have the right to opt out of receiving marketing communications at any time. You may do so by:

- Clicking the unsubscribe link in any marketing email
- Adjusting your communication preferences within your account settings
- Contacting Visionary directly

Once you opt out, Visionary will take reasonable steps to ensure that you no longer receive marketing communications, although you may still receive service-related messages.

12.6 Third-Party Marketing

Visionary does not sell your personal data to third parties for their own marketing purposes.

Where Visionary engages third-party service providers to assist with marketing communications, such providers act on Visionary's behalf and are required to process data in accordance with this Privacy Policy and applicable laws.

12.7 Marketing Data Retention

Visionary may retain records of your marketing preferences and interactions in order to respect your choices and comply with legal obligations relating to consent and communication.

12.8 Compliance with Applicable Laws

Visionary conducts its marketing activities in accordance with applicable data protection and electronic communications laws. This includes respecting user consent requirements, providing clear opt-out mechanisms, and ensuring transparency in how marketing communications are delivered.

13. CONTACT, COMPLAINTS AND FINAL PROVISIONS

13.1 Contact Information

If you have any questions, concerns, or requests relating to this Privacy Policy or the handling of your personal data, you may contact Visionary using the details below:

- Email: info@thevisionaryplatform.com
- Data controller: The Visionary Platform Ltd, company number 17198186 (England and Wales)
- Registered office: 167-169 Great Portland Street, 5th Floor, London W1W 5PF, United Kingdom
- ICO registration reference: ZC178414

Visionary will make reasonable efforts to respond to all inquiries in a timely and appropriate manner.

13.2 Data Protection Requests

If you wish to exercise any of your rights under this Privacy Policy, including requests for access, correction, or deletion of your personal data, you may submit a request using the contact details provided above.

Visionary may require you to verify your identity before processing such requests in order to protect your data and prevent unauthorized access.

Requests will be handled in accordance with applicable data protection laws and within the required timeframes.

13.3 Complaints

If you believe that Visionary has not complied with applicable data protection laws or this Privacy Policy, you have the right to lodge a complaint with a relevant supervisory authority in your jurisdiction.

Visionary encourages you to contact us directly in the first instance so that we may address your concerns promptly and effectively.

If you are in the United Kingdom and are not satisfied with our response, you have the right to lodge a complaint with the Information Commissioner's Office (ICO), the UK supervisory authority, at ico.org.uk or by calling 0303 123 1113.

13.4 Changes to This Privacy Policy

Visionary reserves the right to update or modify this Privacy Policy at any time to reflect changes in legal requirements, business practices, or the functionality of the Platform.

Where changes are made, the updated Privacy Policy will be published on the Platform with a revised effective date. Continued use of the Platform following such changes constitutes acceptance of the updated Policy.

Where required by applicable law, Visionary will provide notice of material changes.

13.5 Third-Party Services

The Platform may contain links to or integrations with third-party services. Visionary is not responsible for the privacy practices, policies, or content of such third parties.

You are encouraged to review the privacy policies of any third-party services you access.

13.6 Limitation of Liability

To the extent permitted by applicable law, Visionary shall not be liable for any loss, damage, or harm arising from your use of the Platform or your reliance on this Privacy Policy, except where such liability cannot be excluded under applicable law.

13.7 Severability

If any provision of this Privacy Policy is found to be invalid, unlawful, or unenforceable, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions.

13.8 Entire Policy

This Privacy Policy, together with any related policies referenced herein, constitutes the entire agreement between you and Visionary in relation to the processing of your personal data.

13.9 Effective Date

This Privacy Policy shall be effective as of 30 October 2026 and shall apply to all personal data collected from that date forward.

The Visionary Platform Ltd, registered in England and Wales, company 17198186. 167-169 Great Portland Street, 5th Floor, London W1W 5PF, United Kingdom.

This copy of the Privacy Policy is the version in effect from 30 October 2026.