VISIONARY

Terms and Conditions

EFFECTIVE 10 SEPTEMBER 2026

1. INTRODUCTION AND LEGAL AGREEMENT

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User", "you", or "your") and The Visionary Platform Ltd ("Visionary", "we", "us", or "our") governing your access to and use of the Visionary platform, including any associated websites, applications, services, products, and content (collectively, the "Platform").

By accessing, browsing, registering for, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with any additional policies referenced herein, including but not limited to the Privacy Policy, Refund and Returns Policy, Medical Disclaimer, Cookie Policy, and any applicable product or service-specific terms.

If you do not agree to these Terms, you must immediately cease use of the Platform.

1.1 Company Details and Operator Information

The Platform is owned and operated by The Visionary Platform Ltd, a company operating in the health, fitness, nutrition, education, and eCommerce sectors.

Visionary provides its services globally through digital infrastructure and third-party integrations. References to "Visionary" within these Terms include The Visionary Platform Ltd, its affiliates, partners, contractors, and service providers where applicable.

Company details:

- Legal Entity: The Visionary Platform Ltd
- Company Number: 17198186 (registered in England and Wales)
- Registered Office: 167-169 Great Portland Street, 5th Floor, London W1W 5PF, United Kingdom
- Contact Email: info@thevisionaryplatform.com
- ICO Registration: ZC178414

Visionary may operate across multiple jurisdictions and may engage third-party service providers, manufacturers, logistics partners, and payment processors in the delivery of its services and products.

1.2 Nature of the Platform

The Platform is a multi-functional digital wellness ecosystem which may include:

- Personalized fitness and training programs ("Visionary Training")
- Nutrition guidance, meal plans, and dietary recommendations ("Visionary Nutrition")

- Educational courses and informational content (“Visionary Learn”)
- AI-driven tools, recommendations, and coaching features
- eCommerce functionality, where offered, for branded wellness products, including dietary supplements and related goods
- Access to third-party services and professional consultations where applicable

All services and content provided via the Platform are intended for general informational, educational, and lifestyle purposes only and are not intended to constitute professional, medical, or clinical advice.

1.3 Supplemental Policies and Agreements

Your use of specific features of the Platform may be subject to additional terms, conditions, or policies, including but not limited to:

- Privacy Policy
- Cookie Policy
- Refund and Returns Policy
- Medical Disclaimer
- Subscription and Billing Terms
- Product-Specific Terms (including supplement-related disclaimers)

Such policies are incorporated into these Terms by reference and form part of this agreement.

In the event of any inconsistency between these Terms and any supplemental policy, the specific policy applicable to the relevant service or product shall prevail to the extent of the inconsistency.

1.4 Global Use and Jurisdictional Limitations

The Platform is accessible internationally. However:

- Visionary makes no representation that the Platform, its content, or its products are appropriate, available, or compliant in all jurisdictions
- Users are responsible for ensuring that their use of the Platform complies with all applicable local laws, regulations, and restrictions
- Certain features, products, or services may be restricted or unavailable in specific regions

Where applicable, users acknowledge that cross-border data transfers, international shipping, and jurisdictional legal differences may apply.

1.5 Modifications to the Platform and Services

Visionary reserves the right, at its sole discretion, to:

- Modify, update, or discontinue any part of the Platform
- Add or remove features, services, or products
- Change pricing, availability, or functionality

Such changes may occur without prior notice, except where required by law.

Visionary shall not be liable for any modification, suspension, or discontinuation of any part of the Platform.

1.6 Modifications to These Terms

Visionary reserves the right to revise or update these Terms at any time.

Where changes are made:

- Updated Terms will be published on the Platform
- The effective date will be revised accordingly
- Continued use of the Platform after such changes constitutes acceptance of the updated Terms

Where required by applicable law, users may be notified of material changes.

1.7 User Acknowledgement and Assumption of Responsibility

By using the Platform, you acknowledge and agree that:

- You are solely responsible for your use of the Platform and any decisions made based on its content or services
- You understand that the Platform provides general guidance and not individualized professional advice
- You assume all risks associated with engaging in fitness, nutrition, supplementation, or lifestyle changes

Further disclaimers and limitations of liability are set out in subsequent sections of these Terms.

1.8 Interpretation and Definitions

For the purposes of these Terms:

- “Platform” refers to all Visionary digital services, applications, websites, and eCommerce systems
- “User” refers to any individual or entity accessing or using the Platform
- “Services” refers to all features, content, tools, and offerings provided by Visionary
- “Products” refers to any physical goods sold via the Platform, including but not limited to dietary supplements

Headings are for convenience only and do not affect interpretation.

1.9 Entire Agreement (Sectional Scope)

This Section 1 establishes the foundational legal framework governing your relationship with Visionary.

Additional sections of these Terms will further define:

- User eligibility and account obligations
- Medical, health, and AI disclaimers
- eCommerce and product-specific terms
- Subscription and payment obligations
- Liability limitations and legal protections

Together, all sections form the complete Terms and Conditions governing use of the Platform.

2. ELIGIBILITY, USER ACCOUNTS AND RESPONSIBILITIES

2.1 Eligibility to Use the Platform

Access to and use of the Platform is limited to individuals who have the legal capacity to enter into a binding agreement. By using the Platform, you represent and warrant that you are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction, and that you are not prohibited from using the Platform under any applicable laws or regulations. Visionary reserves the right, at its sole discretion, to refuse access to any individual or entity that does not meet these eligibility requirements.

2.2 Account Registration and Accuracy of Information

Certain features of the Platform require the creation of a user account. In registering for an account, you agree to provide accurate, current, and complete information and to maintain and update such information as necessary to ensure its continued accuracy. You acknowledge that the Platform may rely on the information you provide, including health-related inputs, preferences, and feedback, to generate personalized outputs and recommendations. As such, you accept that any inaccurate, incomplete, or misleading information may result in inappropriate or ineffective recommendations, for which Visionary shall bear no responsibility.

2.3 Account Security and Responsibility

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to take all reasonable steps to prevent unauthorized access, including safeguarding login details and limiting access to your personal devices. In the event that you suspect any unauthorized use of your account or any breach of security, you must notify Visionary immediately. Visionary shall not be liable for any loss or damage arising from your failure to adequately secure your account.

2.4 Personal Use and Restrictions on Commercial Use

The Platform is provided for personal, non-commercial use only, unless expressly authorized in writing by Visionary. You agree not to reproduce, duplicate, copy, sell, resell, distribute, or otherwise exploit any portion of the Platform for commercial purposes without prior written consent. The sharing of account access with third parties is strictly prohibited, and Visionary reserves the right to suspend or terminate accounts suspected of unauthorized use or distribution.

2.5 User Responsibilities and Assumption of Risk

By accessing and using the Platform, you acknowledge that you are solely responsible for your own health, safety, and well-being, as well as for any actions or decisions made based on the information, content, or recommendations provided. You understand that participation in fitness activities, dietary changes, supplementation, or lifestyle adjustments involves inherent risks, and you voluntarily assume full responsibility for any outcomes arising from your use of the Platform.

2.6 Use of Platform Inputs and Outputs

The Platform may use user-provided data, including but not limited to personal preferences, physical condition, goals, and behavioral inputs, to generate personalized recommendations through automated or AI-driven systems. You acknowledge that such outputs are dependent on the accuracy and completeness of your

inputs and that Visionary does not verify or independently assess the information provided. Accordingly, Visionary shall not be liable for any consequences resulting from reliance on outputs generated from inaccurate or incomplete data.

2.7 Prohibited Conduct

You agree to use the Platform only for lawful purposes and in a manner consistent with these Terms. You must not engage in any conduct that could harm, disrupt, or impair the functioning of the Platform or the experience of other users. This includes, but is not limited to, attempts to gain unauthorized access to systems or data, introducing malicious code, interfering with security features, or using automated systems such as bots or scrapers without authorization. Any misuse of AI-driven features, including attempts to manipulate or exploit outputs for unlawful, misleading, or harmful purposes, is strictly prohibited.

2.8 AI Interaction and Use Limitations

Where the Platform provides AI-generated content, recommendations, or coaching tools, you acknowledge that such outputs are generated algorithmically and may not be accurate, complete, or suitable for your individual circumstances. You agree not to rely exclusively on such outputs and to exercise independent judgment when interpreting and applying any recommendations. You further agree not to misuse AI systems in any manner that could result in harm, misrepresentation, or abuse of the Platform.

2.9 Product Use and Supplement Responsibility

Where the Platform offers physical products, including dietary supplements, you acknowledge that you are solely responsible for reviewing all product information, including ingredients, instructions, and warnings, prior to use. You agree to use all products strictly in accordance with their intended purpose and any provided guidelines. Visionary shall not be responsible for any misuse of products or for any adverse outcomes arising from failure to follow product instructions or assess suitability for your individual circumstances.

2.10 Account Suspension and Termination

Visionary reserves the right, at its sole discretion and without prior notice, to suspend, restrict, or terminate your access to the Platform where it reasonably believes that you have violated these Terms, engaged in unlawful or harmful conduct, or posed a risk to the Platform, other users, or third parties. Visionary shall not be liable for any loss or damage resulting from such suspension or termination.

2.11 User-Generated Content

To the extent that the Platform allows users to submit, upload, or share content, you retain ownership of such content but grant Visionary a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display such content for the purposes of operating, improving, and promoting the Platform. You represent and warrant that any content you provide does not violate any applicable laws or infringe upon the rights of any third party. Visionary reserves the right to remove any content at its discretion.

2.12 Fair Use and Platform Integrity

You agree to use the Platform in a manner that is fair, reasonable, and does not place undue strain on system resources. You must not attempt to reverse engineer, decompile, or otherwise extract underlying code or systems, nor engage in excessive or abusive usage patterns that could degrade performance or availability.

Visionary reserves the right to implement safeguards, usage limits, or restrictions where necessary to maintain system integrity.

2.13 User Acknowledgement

By continuing to use the Platform, you acknowledge that you understand your responsibilities under these Terms and accept full responsibility for your conduct, decisions, and use of all services and products provided by Visionary.

3. MEDICAL, HEALTH, AI AND PRODUCT DISCLAIMERS

3.1 General Informational Purpose Only

All content, services, tools, and products provided through the Platform are intended solely for general informational, educational, and lifestyle purposes. Visionary does not provide medical advice, diagnosis, or treatment of any kind. Nothing contained on the Platform should be interpreted as professional medical guidance or as a substitute for consultation with a qualified healthcare provider.

You acknowledge that any reliance on information provided through the Platform is undertaken entirely at your own risk.

3.2 No Medical or Professional Relationship

Your use of the Platform does not create any form of medical, healthcare, or professional relationship between you and Visionary, its affiliates, or any associated personnel. Where the Platform may facilitate access to third-party professionals or consultations, such interactions are governed separately and do not establish an ongoing doctor-patient or professional-client relationship with Visionary itself.

Visionary does not assume responsibility for any advice, treatment, or services provided by third-party professionals.

3.3 Fitness and Physical Activity Disclaimer

Participation in any fitness, exercise, or physical activity carries inherent risks, including but not limited to injury, illness, or adverse health events. You acknowledge that you are voluntarily engaging in such activities and that you are solely responsible for assessing your physical condition and suitability to participate.

You agree that you will consult a qualified healthcare professional prior to beginning any exercise program, particularly if you have pre-existing medical conditions, injuries, or health concerns.

Visionary shall not be liable for any injury, harm, or damages arising from your participation in physical activities recommended or accessed through the Platform.

3.4 Nutrition and Dietary Disclaimer

The Platform may provide dietary guidance, meal plans, or nutritional information based on user inputs and general principles. Such information is not intended to replace professional dietary or medical advice.

You acknowledge that individual dietary needs vary significantly and that you are responsible for ensuring that any food choices, meal plans, or nutritional recommendations are appropriate for your personal health, allergies, intolerances, and medical conditions.

Visionary shall not be responsible for any adverse effects, including allergic reactions, nutritional deficiencies, or other health outcomes resulting from the use of dietary guidance provided through the Platform.

3.5 Supplement and Product Disclaimer

The Platform may offer or recommend dietary supplements and related wellness products. These products are provided for general wellness purposes only and are not intended to diagnose, treat, cure, or prevent any disease.

You acknowledge that:

- The use of dietary supplements involves inherent risks
- Individual responses to supplements may vary
- Supplements may interact with medications or medical conditions

You agree to consult a qualified healthcare professional before using any supplement, particularly if you are pregnant, nursing, taking medication, or managing a medical condition.

Visionary shall not be liable for any adverse reactions, side effects, or health outcomes arising from the use or misuse of any products purchased through or recommended by the Platform.

3.6 Third-Party Manufacturing and Fulfillment

Products offered under the Visionary brand may be manufactured, packaged, and fulfilled by third-party partners. Visionary does not directly manufacture these products and relies on third-party suppliers for product formulation, production, and quality control.

While Visionary seeks to partner with reputable providers, it does not guarantee that product descriptions, ingredient lists, or manufacturing processes are entirely error-free or free from variation.

To the fullest extent permitted by law, Visionary disclaims liability for manufacturing defects, formulation inconsistencies, or supplier-related issues.

3.7 AI-Generated Content and Recommendations

The Platform may utilize artificial intelligence and automated systems to generate personalized recommendations, insights, or guidance. You acknowledge that such outputs are generated algorithmically and are based on general models and the data you provide.

AI-generated content may be inaccurate, incomplete, or unsuitable for your individual circumstances. Visionary does not warrant the accuracy, reliability, or effectiveness of any AI-generated output.

You agree not to rely solely on AI-generated recommendations and to exercise independent judgment when interpreting and applying any information provided.

3.8 No Guarantee of Results

Visionary makes no representations or guarantees regarding outcomes associated with the use of the Platform, including but not limited to improvements in health, fitness, weight loss, performance, or overall well-being.

Results may vary significantly between individuals based on numerous factors, including adherence, lifestyle, genetics, and underlying health conditions.

3.9 Combined Use Disclaimer

The Platform may integrate fitness programs, nutritional guidance, supplementation, and AI-driven recommendations into a unified system. You acknowledge that the combined use of these elements may produce different effects depending on individual circumstances.

You are solely responsible for determining how to combine and apply these elements and for ensuring that such combinations are appropriate and safe for your personal situation.

Visionary shall not be liable for any outcomes resulting from the combined use of multiple Platform features or recommendations.

3.10 User Responsibility and Risk Acknowledgement

By using the Platform, you acknowledge that:

- You are solely responsible for your health, safety, and decisions
- You assume all risks associated with participation in any activities or use of any products
- You will seek appropriate professional advice where necessary

You agree that Visionary shall not be held liable for any direct or indirect consequences arising from your use of the Platform, except where such liability cannot be excluded under applicable law.

3.11 Limitation of Reliance

You agree that the information and services provided through the Platform are not intended to be relied upon as the sole basis for making health, fitness, or lifestyle decisions.

Any reliance placed on the Platform is strictly at your own risk.

4. E-COMMERCE, ORDERS, SHIPPING AND RETURNS

Visionary does not currently sell physical Products through the Platform. This Section 4 applies to any Products that Visionary sells in the future.

4.1 Product Availability and Description

The Platform may offer for sale a range of physical products, including dietary supplements and wellness-related goods (“Products”). Visionary makes reasonable efforts to ensure that all product descriptions, images, and information are accurate and up to date. However, you acknowledge that product details, including ingredients, packaging, and labeling, may vary from time to time and may differ from those displayed on the Platform.

Visionary does not warrant that product descriptions or other content are free from errors, omissions, or inaccuracies, and reserves the right to correct any such errors without prior notice.

4.2 Order Placement and Acceptance

By placing an order through the Platform, you are making an offer to purchase Products subject to these Terms. All orders are subject to acceptance by Visionary, and Visionary reserves the right, at its sole discretion, to refuse or cancel any order for any reason, including but not limited to:

- Product unavailability
- Errors in pricing or product information
- Suspected fraud or unauthorized transactions
- Regulatory or legal restrictions

Where an order is cancelled after payment has been processed, a refund will be issued in accordance with the applicable refund policy.

4.3 Pricing and Currency

All prices displayed on the Platform are listed in United States Dollars (USD) unless otherwise stated. Prices are subject to change at any time without prior notice.

You acknowledge that:

- Currency conversions, where applicable, are determined by your payment provider
- Additional fees, including taxes, duties, or transaction charges, may apply depending on your location
- Visionary is not responsible for any discrepancies arising from currency conversion or third-party payment processing

4.4 Payment Processing

Payments for Products are processed through third-party payment providers, including but not limited to Stripe and PayPal.

By completing a transaction, you agree to be bound by the terms and conditions of the applicable payment provider. Visionary does not store or control your payment details and shall not be liable for any issues arising from payment processing, including but not limited to declined transactions, payment delays, or security breaches occurring outside of Visionary's systems.

4.5 Third-Party Fulfillment and Manufacturing

Products sold through the Platform may be manufactured, packaged, and fulfilled by third-party partners.

By placing an order, you acknowledge that:

- Visionary does not directly manufacture or ship Products
- Orders may be processed, fulfilled, and shipped by third-party providers
- Delivery times, packaging, and logistics are dependent on such providers

While Visionary seeks to partner with reputable suppliers, it does not guarantee uninterrupted or error-free fulfillment and shall not be liable for delays, losses, or damages caused by third-party logistics providers, except where required by applicable law.

4.6 Shipping and Delivery

Shipping times and delivery estimates provided on the Platform are approximate and not guaranteed. Delivery may be affected by factors beyond Visionary's control, including but not limited to customs processing, carrier delays, and regional logistics constraints.

You acknowledge that:

- You are responsible for providing accurate shipping information
- Visionary shall not be liable for delivery failures resulting from incorrect or incomplete address details
- International orders may be subject to customs duties, taxes, or import restrictions, for which you are solely responsible

Risk of loss or damage to Products may transfer to you upon delivery, subject to applicable law.

4.7 Returns and Refunds

Due to the nature of certain Products, including dietary supplements, returns may be limited or restricted.

Unless otherwise stated in a separate Refund and Returns Policy:

- Products that have been opened, used, or tampered with are generally not eligible for return
- Returns may only be accepted in cases where Products are defective, damaged, or incorrect upon delivery

All return requests must be submitted within a reasonable period following delivery and may require supporting evidence, such as photographs or proof of purchase.

Visionary reserves the right to determine, at its sole discretion, whether a return or refund request is valid.

4.8 Product Use and Storage Responsibility

You are responsible for:

- Using Products in accordance with all provided instructions and warnings
- Ensuring that Products are stored correctly and safely
- Verifying that Products are suitable for your individual circumstances prior to use

Visionary shall not be liable for any damage, deterioration, or adverse effects resulting from improper storage, handling, or use of Products.

4.9 Regulatory Compliance and International Sales

Products sold through the Platform may not be approved, regulated, or compliant with the laws of all jurisdictions.

By purchasing Products, you acknowledge that:

- You are responsible for ensuring that the purchase, importation, and use of Products complies with all applicable laws in your country or region
- Visionary shall not be liable for any consequences arising from regulatory restrictions, customs seizures, or legal non-compliance

4.10 Order Issues and Customer Support

If you experience an issue with an order, including non-delivery, damage, or incorrect items, you must contact Visionary within a reasonable timeframe.

Visionary will make reasonable efforts to assist in resolving issues; however, resolution may depend on third-party fulfillment providers and logistics partners.

4.11 Right to Modify or Discontinue Products

Visionary reserves the right to modify, replace, or discontinue any Product at any time without prior notice. This includes changes to pricing, availability, formulation (where controlled by suppliers), and product offerings.

Visionary shall not be liable for any impact resulting from such changes.

4.12 No Resale or Redistribution

Products purchased through the Platform are intended for personal use only. You agree not to resell, distribute, or otherwise commercialize Products without prior written authorization from Visionary.

5. SUBSCRIPTIONS, BILLING AND PAYMENTS

5.1 Subscription-Based Services

Certain features of the Platform are offered on a subscription basis, including but not limited to access to personalized training programs, nutrition plans, educational content, and premium platform functionality (collectively, “Subscription Services”). By subscribing to any such services, you agree to pay the applicable fees and to comply with the terms set out in this Section.

Subscription plans may be offered on a monthly or annual basis, or as otherwise specified at the time of purchase.

5.2 Billing and Automatic Renewal

All Subscription Services are billed in advance on a recurring basis corresponding to the selected billing cycle. By purchasing a subscription, you authorize Visionary to charge your selected payment method on a recurring basis until your subscription is cancelled.

Subscriptions automatically renew at the end of each billing period unless cancelled prior to the renewal date. You acknowledge and agree that it is your responsibility to manage your subscription and to cancel it if you do not wish to continue.

Visionary shall not be liable for charges incurred due to failure to cancel a subscription prior to renewal.

5.3 Pricing and Changes to Fees

Subscription fees are displayed at the time of purchase and are subject to change at Visionary’s discretion. Where changes to subscription pricing occur, Visionary will make reasonable efforts to provide advance notice.

Continued use of Subscription Services following a pricing change constitutes acceptance of the updated fees.

5.4 Payment Methods and Processing

Payments for Subscription Services are processed through third-party payment providers, including but not limited to Stripe and PayPal.

By providing payment information, you represent and warrant that:

- You are authorized to use the payment method provided
- All payment details submitted are accurate and current

Visionary does not store or control your payment credentials and shall not be responsible for any issues arising from payment processing, including declined transactions or provider-related errors.

5.5 Failed Payments and Suspension of Services

If a payment fails or is declined, Visionary reserves the right to:

- Retry the transaction
- Suspend or restrict access to Subscription Services
- Terminate the subscription if payment is not successfully completed

Access to Subscription Services may be restored once outstanding payments have been successfully processed.

5.6 Cancellation of Subscriptions

You may cancel your subscription at any time through your account settings or by contacting Visionary support. Cancellation will take effect at the end of the current billing period unless otherwise specified.

Upon cancellation:

- You will retain access to Subscription Services until the end of the paid billing cycle
- No further charges will be applied following the effective cancellation date

Failure to complete the cancellation process prior to the renewal date may result in an additional billing cycle.

5.7 Refund Policy for Subscriptions

Except where required by applicable law or expressly stated otherwise, subscription fees are non-refundable.

Visionary does not provide refunds for:

- Partial use of a subscription period
- Failure to use the Platform or Subscription Services
- Dissatisfaction with subjective aspects of the Platform

Any exceptions to this policy are granted at Visionary's sole discretion.

5.8 Free Trials and Promotional Offers

Visionary may, at its discretion, offer free trials or promotional subscription periods. Where such offers are provided, the terms of the specific offer will apply.

Unless otherwise stated:

- Free trials automatically convert into paid subscriptions at the end of the trial period
- You may be required to provide payment details at the start of the trial
- Charges will be applied unless the trial is cancelled prior to the end of the trial period

Visionary reserves the right to modify or withdraw promotional offers at any time.

5.9 Changes to Subscription Services

Visionary reserves the right to modify, update, or discontinue any aspect of the Subscription Services, including features, content, and availability.

Such changes may occur without prior notice and shall not entitle you to any refund or compensation, except where required by law.

5.10 Account Responsibility for Billing

You are responsible for maintaining accurate billing and account information, including payment details and contact information. Failure to maintain accurate information may result in:

- Failed transactions
- Interruption of services
- Loss of access to Subscription Services

Visionary shall not be liable for any disruption resulting from inaccurate or outdated account information.

5.11 No Guarantee of Continuous Access

While Visionary aims to provide uninterrupted access to Subscription Services, it does not guarantee that access will be continuous, error-free, or uninterrupted.

Temporary interruptions may occur due to maintenance, updates, technical issues, or factors beyond Visionary's control. Visionary shall not be liable for any loss or inconvenience resulting from such interruptions.

5.12 Right to Refuse or Terminate Subscriptions

Visionary reserves the right, at its sole discretion, to refuse, suspend, or terminate any subscription where it reasonably believes that:

- These Terms have been violated
- Fraudulent or abusive behaviour has occurred
- Continued access poses a risk to the Platform or other users

Termination of a subscription under such circumstances may occur without refund, to the extent permitted by law.

6. INTELLECTUAL PROPERTY AND PLATFORM OWNERSHIP

6.1 Ownership of the Platform and Content

The Platform and all materials made available through it, including but not limited to software, design, text, graphics, images, videos, audio content, training programs, meal plans, educational materials, algorithms, data structures, and AI-generated outputs (collectively, the "Content"), are owned by or licensed to Visionary and are protected by applicable intellectual property laws.

All rights, title, and interest in and to the Platform and its Content remain exclusively with Visionary or its licensors. Nothing in these Terms shall operate to transfer any ownership rights to you.

6.2 Limited License to Use the Platform

Subject to your compliance with these Terms, Visionary grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform and its Content for personal, non-commercial purposes only.

This license does not permit you to:

- Copy, reproduce, distribute, or publicly display any Content
- Modify, adapt, translate, or create derivative works
- Use Content for commercial purposes
- Exploit the Platform or Content in any manner not expressly authorized

Any use of the Platform or Content outside the scope of this license is strictly prohibited.

6.3 Protection of Programs, Systems, and Methodologies

The structure, organization, and methodology of Visionary's services, including training systems, workout programs, nutritional frameworks, course materials, and AI-driven processes, constitute proprietary intellectual property.

You agree not to:

- Replicate, reverse engineer, or recreate any part of the Platform's systems or methodologies
- Extract or attempt to extract underlying logic, algorithms, or models
- Use any Content or system to develop competing products or services

This applies whether such actions are carried out manually or through automated means.

6.4 AI Systems and Generated Outputs

The Platform may generate content through AI and automated systems. All such outputs are considered part of the Platform's Content and are owned by Visionary, to the extent permitted by applicable law.

You are granted a limited right to use AI-generated outputs for personal use only. You must not:

- Reproduce or distribute such outputs commercially
- Use outputs to train or develop competing AI systems
- Represent AI-generated content as your own proprietary system or product

Visionary reserves all rights in relation to its AI systems, models, and outputs.

6.5 Trademarks and Branding

All trademarks, service marks, logos, trade names, and branding elements associated with Visionary (collectively, the "Marks") are the property of Visionary or its licensors.

You are not permitted to use, reproduce, or display any Marks without prior written consent. Unauthorized use of Visionary's branding may constitute infringement and may result in legal action.

6.6 User-Generated Content and License Grant

Where the Platform permits you to submit, upload, or share content, you retain ownership of your content. However, by submitting such content, you grant Visionary a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, adapt, publish, and display such content for the purposes of operating, improving, and promoting the Platform.

You represent and warrant that you have the necessary rights to grant this license and that your content does not violate any applicable laws or third-party rights.

6.7 Feedback and Suggestions

If you provide feedback, suggestions, or ideas relating to the Platform or its services, you agree that Visionary may use such feedback without restriction or obligation to compensate you.

All feedback shall be deemed non-confidential and non-proprietary.

6.8 Third-Party Intellectual Property

The Platform may include content, products, or services provided by third parties. All intellectual property rights in such materials remain with their respective owners.

Nothing in these Terms grants you any rights in relation to third-party intellectual property beyond what is necessary to use the Platform in accordance with these Terms.

6.9 Enforcement and Protection of Rights

Visionary reserves the right to take any action it deems necessary to protect its intellectual property, including but not limited to:

- Suspending or terminating user accounts
- Removing unauthorized content
- Pursuing legal remedies for infringement or misuse

You agree to cooperate with Visionary in the protection of its rights where required.

6.10 Survival of Intellectual Property Rights

The provisions of this Section shall survive termination of your access to or use of the Platform and shall remain in full force and effect indefinitely.

7. LIMITATION OF LIABILITY

7.1 Scope of Liability

To the fullest extent permitted by applicable law, Visionary, its directors, officers, employees, affiliates, partners, contractors, licensors, and service providers shall not be liable for any loss, damage, or harm arising out of or in connection with your access to or use of the Platform, its Content, Services, or Products.

This includes, without limitation, any loss or damage resulting from reliance on information provided through the Platform, participation in fitness or lifestyle activities, use of dietary guidance, consumption of supplements, or interaction with AI-generated content.

7.2 Exclusion of Indirect and Consequential Damages

To the fullest extent permitted by law, Visionary shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of profits, revenue, or business opportunities
- Loss of data or information
- Personal injury or health-related outcomes
- Emotional distress or reputational harm
- Costs of substitute goods or services

regardless of whether such damages are based in contract, tort (including negligence), strict liability, or otherwise, and even if Visionary has been advised of the possibility of such damages.

7.3 Health, Fitness, and Product-Related Liability

You acknowledge that the Platform involves areas of inherent risk, including fitness activities, dietary changes, and the use of supplements or wellness products. To the fullest extent permitted by law, Visionary shall not be liable for any injury, illness, adverse reaction, or other health-related outcome arising from:

- Participation in exercise or training programs
- Implementation of dietary or nutritional guidance
- Use or misuse of Products purchased through the Platform
- Interactions between supplements, medications, or health conditions

All such activities are undertaken at your own risk.

7.4 AI and Automated System Limitations

Visionary shall not be liable for any loss or damage arising from reliance on AI-generated outputs, recommendations, or automated systems. You acknowledge that such systems may produce inaccurate, incomplete, or unsuitable information and that you are responsible for exercising independent judgment when using such outputs.

7.5 Third-Party Services and Providers

The Platform may rely on or integrate with third-party services, including payment processors, manufacturers, logistics providers, and other external partners. To the fullest extent permitted by law, Visionary shall not be liable for any loss or damage arising from:

- Payment processing errors or failures
- Manufacturing defects or inconsistencies
- Shipping delays, losses, or damages
- Actions or omissions of third-party providers

Your interactions with such third parties are governed by their respective terms and policies.

7.6 Platform Availability and Technical Limitations

Visionary does not guarantee that the Platform will be available at all times or that it will operate without interruption, error, or delay. To the fullest extent permitted by law, Visionary shall not be liable for any loss or damage arising from:

- Temporary or permanent unavailability of the Platform
- Technical failures, bugs, or system errors
- Data loss or corruption
- Delays in performance

7.7 Maximum Liability Cap

To the fullest extent permitted by law, Visionary's total cumulative liability to you for any and all claims arising out of or in connection with these Terms or your use of the Platform shall not exceed the total amount paid by you to Visionary in the twelve (12) months preceding the event giving rise to the claim.

If you have not made any payments to Visionary, Visionary shall have no liability to you to the fullest extent permitted by law.

7.8 Basis of the Bargain

You acknowledge that the limitations of liability set out in this Section are an essential basis of the agreement between you and Visionary and that Visionary would not be able to provide the Platform on the same terms without such limitations.

7.9 Non-Excludable Rights

Nothing in these Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law. Where such laws apply, Visionary's liability shall be limited to the minimum extent permitted.

7.10 Survival of Liability Limitations

The provisions of this Section shall survive termination of your use of the Platform and shall continue to apply to any claims arising thereafter.

8. INDEMNIFICATION

8.1 General Indemnification Obligation

You agree to indemnify, defend, and hold harmless Visionary, its directors, officers, employees, affiliates, partners, contractors, licensors, and service providers from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or in connection with your use of the Platform.

This includes any claims resulting from your actions, omissions, or misuse of the Platform, its Services, Content, or Products.

8.2 Breach of Terms

You agree to indemnify Visionary against any claims, losses, or liabilities arising from your breach of these Terms, including but not limited to:

- Violations of applicable laws or regulations
- Unauthorized use of the Platform
- Misrepresentation of information provided to the Platform

Visionary reserves the right to take control of the defense of any matter subject to indemnification, and you agree to cooperate fully in such defense.

8.3 Misuse of Services, Content, or Products

You agree to indemnify Visionary against any claims arising from your misuse of:

- Fitness or training programs
- Nutritional guidance or meal plans
- AI-generated outputs or recommendations
- Products, including dietary supplements

This includes, without limitation, claims arising from:

- Failure to follow instructions or warnings
- Use of Products in a manner inconsistent with their intended purpose
- Combining recommendations, products, or activities inappropriately
- Ignoring professional medical advice

8.4 User-Generated Content

Where you submit, upload, or share content through the Platform, you agree to indemnify Visionary against any claims arising from such content, including claims that your content:

- Infringes the intellectual property rights of a third party
- Violates applicable laws or regulations
- Is defamatory, misleading, or unlawful

You remain solely responsible for any content you provide.

8.5 Third-Party Interactions

You agree to indemnify Visionary against any claims arising from your interactions with third parties accessed through the Platform, including but not limited to:

- Payment providers
- Fulfilment and logistics partners
- Product manufacturers
- Third-party service providers or professionals

Visionary shall not be responsible for disputes between you and such third parties.

8.6 Regulatory and Legal Compliance

You agree to indemnify Visionary against any claims, penalties, or liabilities arising from your failure to comply with applicable laws, including but not limited to:

- Import or customs regulations
- Health and safety requirements
- Local laws governing the use of supplements or wellness products

You acknowledge that you are solely responsible for ensuring that your use of the Platform and any Products complies with all applicable laws in your jurisdiction.

8.7 Scope of Indemnification

The indemnification obligations set out in this Section apply regardless of whether the claim arises under contract, tort (including negligence), or otherwise, and shall survive termination of your use of the Platform.

8.8 Limitation and Reasonableness

Nothing in this Section shall require you to indemnify Visionary for losses arising solely from Visionary's own gross negligence, fraud, or willful misconduct, to the extent such limitation is required by applicable law.

8.9 Ongoing Obligation

Your obligation to indemnify Visionary shall continue after termination of your account or use of the Platform and shall apply to any claims arising from events occurring during your period of use.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Governing Law

These Terms and any dispute, claim, or controversy arising out of or in connection with them, including any question regarding their existence, validity, or termination, shall be governed by and construed in accordance with the laws of England and Wales, the jurisdiction in which The Visionary Platform Ltd is registered, without regard to its conflict of law principles.

9.2 Jurisdiction

Subject to applicable law, you agree that any legal proceedings arising out of or relating to these Terms or your use of the Platform shall be brought exclusively in the courts of England and Wales, the jurisdiction in which The Visionary Platform Ltd is registered.

You consent to the personal jurisdiction of such courts and waive any objection based on inconvenient forum or similar grounds, to the extent permitted by law.

9.3 Informal Resolution of Disputes

Before initiating any formal legal proceedings, you agree to first attempt to resolve any dispute with Visionary informally by contacting Visionary through the designated support or legal contact channels.

Both parties agree to act in good faith to resolve the dispute within a reasonable period before pursuing formal legal action.

9.4 Alternative Dispute Resolution

Where permitted by applicable law, Visionary reserves the right to require that disputes be resolved through alternative dispute resolution mechanisms, including mediation or arbitration, prior to or in place of court proceedings.

The specific procedures, rules, and location of such alternative dispute resolution may be determined by Visionary, subject to applicable legal requirements.

9.5 International Users

If you access or use the Platform from outside England and Wales, the jurisdiction in which The Visionary Platform Ltd is registered, you acknowledge that:

- You do so at your own initiative and are responsible for compliance with local laws
- You may be subject to additional legal rights or protections under the laws of your country of residence
- Nothing in these Terms shall limit any mandatory consumer rights that cannot be waived under applicable law

9.6 Limitation on Claims

To the fullest extent permitted by law, any claim or cause of action arising out of or related to your use of the Platform or these Terms must be brought within one (1) year after the event giving rise to the claim. Any claims brought after such period shall be deemed permanently barred.

9.7 Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the Terms and shall not affect the validity or enforceability of the remaining provisions.

9.8 Waiver

Failure by Visionary to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. Any waiver must be made in writing to be effective.

9.9 Entire Agreement

These Terms, together with any policies and agreements referenced herein, constitute the entire agreement between you and Visionary in relation to your use of the Platform and supersede any prior agreements, communications, or understandings.

9.10 Assignment

Visionary reserves the right to assign, transfer, or delegate its rights and obligations under these Terms without restriction. You may not assign or transfer your rights or obligations without prior written consent from Visionary.

10. MISCELLANEOUS AND FINAL PROVISIONS

10.1 Relationship of the Parties

Nothing in these Terms shall be construed as creating any partnership, joint venture, agency, or employment relationship between you and Visionary. You acknowledge that you are an independent user of the Platform and that no fiduciary or advisory relationship is established through your use of the Platform.

10.2 No Reliance

You acknowledge that, in entering into these Terms and using the Platform, you have not relied on any representation, warranty, or statement other than those expressly set out in these Terms.

Any marketing materials, promotional content, or general statements made by Visionary are provided for informational purposes only and do not form part of any binding agreement.

10.3 Electronic Communications

By using the Platform, you consent to receive communications from Visionary electronically, including but not limited to emails, platform notifications, and updates.

You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

10.4 Force Majeure

Visionary shall not be liable for any failure or delay in the performance of its obligations under these Terms where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, supply chain disruptions, governmental actions, or failures of utilities or telecommunications networks.

10.5 Third-Party Rights

Except as expressly provided in these Terms, no person or entity who is not a party to these Terms shall have any right to enforce any provision of these Terms.

10.6 Interpretation

Headings used in these Terms are for convenience only and shall not affect their interpretation. Words used in the singular include the plural and vice versa, and references to “including” or similar terms shall be interpreted as “including without limitation.”

10.7 Language

These Terms are drafted in the English language. In the event of any translation into another language, the English version shall prevail in the event of any inconsistency, to the extent permitted by law.

10.8 Survival of Provisions

Any provisions of these Terms which by their nature should survive termination, including but not limited to those relating to intellectual property, limitation of liability, indemnification, and dispute resolution, shall remain in full force and effect following termination of your use of the Platform.

10.9 Notices

Any notices required to be given under these Terms may be provided by Visionary via the Platform, email, or other reasonable means. It is your responsibility to ensure that your contact information is current and accurate.

10.10 Contact Information

If you have any questions, concerns, or requests relating to these Terms, you may contact Visionary at:

Email: info@thevisionaryplatform.com

10.11 Effective Date

These Terms shall be effective as of 10 September 2026 and shall apply to all use of the Platform 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 Terms and Conditions is the version in effect from 10 September 2026.