

HEALTH, FITNESS & WELLNESS DISCLAIMER

Vytal Fitness ("Vytal") — a sole proprietorship business

Effective Date: _____ [date of publication]

Please read this Disclaimer carefully. It forms part of the Terms of Service of Vytal Fitness, operating under the brand name "Vytal" ("Vytal", "the Company", "we", "us"), and applies to all workout plans, nutrition/meal plans, fitness assessments and AI-coach responses generated through the Service.

1. Not Medical Advice

Vytal Fitness, operating under the brand name "Vytal", is an artificial-intelligence-powered software platform that provides informational and educational fitness, nutrition and wellness guidance only. It is not a medical, healthcare, diagnostic or clinical service. Vytal does not provide medical advice, diagnosis or treatment, and Vytal (including its founder/operator) is not a licensed healthcare or medical provider. No doctor-patient or other clinical relationship is created by your use of the Service.

Regulatory scope (CDSCO / Medical Device Rules, 2017): the Service does not diagnose, monitor, screen for, or guide treatment decisions in respect of any disease or medical condition, does not process medical imaging or clinical diagnostic data, and does not output any clinical or treatment recommendation. It is accordingly a general wellness product falling outside the "Software as a Medical Device" (SaMD) framework administered by the Central Drugs Standard Control Organisation (CDSCO) under the Medical Device Rules, 2017. Vytal is not registered, and does not represent itself as registered, with CDSCO, and no content generated by the Service should be construed as a regulated medical-device output. Should the Service's functionality change in a manner that brings it within CDSCO's Software as a Medical Device criteria, Vytal will seek appropriate regulatory registration/classification before offering that functionality.

2. Consult a Qualified Professional

Before starting any new exercise programme, changing your diet, or acting on any AI-generated guidance, you should consult a qualified physician or other appropriate healthcare professional — particularly if you are pregnant, have a pre-existing medical condition, are recovering from injury, or are taking medication that may be affected by changes in exercise or diet. You are solely responsible for consulting a professional and for the decisions you make based on the Service's output.

3. AI-Generated, Automated Guidance

Outputs are generated automatically by artificial-intelligence models based on the information you provide, including any self-reported allergies, dietary preferences and health considerations. Vytal has not independently verified this self-reported information, and AI-generated content may occasionally be incomplete, inaccurate, or unsuitable for your specific circumstances. Use of the Service and reliance on its outputs is entirely at your own risk.

4. Emergency Situations

The Service is not designed for and must not be used in a medical emergency. If you believe you are experiencing a medical emergency, contact your local emergency services or a qualified medical professional immediately — do not rely on the Service.

5. Assumption of Risk

Physical exercise carries an inherent risk of injury. By using the Service, you acknowledge this risk and agree that Vytal shall not be liable for any injury, health complication, or other harm arising from your use of, or reliance on, AI-generated guidance, except to the extent caused by our gross negligence, wilful misconduct or fraud, and subject always to the Limitation of Liability set out in our Terms of Service.

This is a draft prepared to accelerate Vytal's compliance readiness. It has not been reviewed by a lawyer and should be reviewed, adapted and signed off before publication. Every underlined blank must be completed with Vytal's actual details.