

TERMS OF SERVICE

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

Effective Date: _____ [date of publication]

These Terms of Service ("Terms") are a legally binding agreement between you ("User", "you") and Vytal Fitness, operating under the brand name "Vytal", a sole proprietorship business operated by _____ [Aryan Bhargav], having its principal place of business at _____ [full address to be completed], Bengaluru, Karnataka, India (hereinafter "Vytal", "the Company", "we", "us"), governing your access to and use of the website located at getvytal.vercel.app and the associated software platform, mobile-responsive web application, and related services (collectively, the "Service").

1. Acceptance of these Terms

By creating an account, accessing the Service, or clicking "I agree" (or an equivalent action), you confirm that you have read, understood and agree to be bound by these Terms and by our Privacy Policy, Refund & Cancellation Policy and Health, Fitness & Wellness Disclaimer, each of which is incorporated into these Terms by reference. If you do not agree, you must not access or use the Service.

2. Description of the Service

Vytal is a technology company that develops and operates an artificial-intelligence-powered digital health and fitness software platform, made available on a subscription basis as Software-as-a-Service ("SaaS"). Using body-composition data (principally derived from an uploaded InBody report) and information you provide about your goals, training experience, dietary preferences and self-reported considerations, the platform uses artificial-intelligence models to automatically generate a structured workout/training programme, a nutrition and meal plan, a written fitness assessment, and access to an interactive AI coaching assistant. The Service is delivered entirely online. Vytal does not manufacture, stock, sell or ship any physical goods, and does not provide in-person, medical, diagnostic or clinical services.

3. Eligibility

The Service is intended for use by individuals who are at least 18 years of age and legally capable of entering into a binding contract under the Indian Contract Act, 1872. By using the Service, you represent that you meet this requirement. If you are accessing the Service on behalf of an Organisation (defined below), you represent that you are authorised to bind that Organisation to these Terms.

4. Account Registration

You must register for an account to use most features of the Service, providing accurate and current information (such as your name and email address) and keeping your login credentials confidential. You are responsible for all activity that occurs under your account. Notify us promptly at _____ [support email] if you suspect unauthorised use of your account.

5. Subscription Plans, Billing and Payment

Vytal offers (a) Individual (direct-to-consumer) subscriptions on tiered monthly plans, with a limited free preview available to prospective users, and (b) Organisation (business-to-business) subscriptions for gymnasiums/fitness studios, sports academies and personal/private trainers, under which an Organisation may create and manage accounts for its own members, athletes or clients.

Subscription fees are billed on a recurring monthly basis in Indian Rupees (₹), at the rates displayed on the Service at the time of purchase. Payments are processed by our third-party payment gateway, Razorpay, and by using the Service

you also agree to Razorpay's applicable terms. Vytal does not store your full card, UPI or bank-account credentials; these are handled directly by Razorpay on its PCI-DSS-compliant systems.

Unless cancelled before the renewal date, subscriptions renew automatically for successive monthly periods at the then-current price, and you authorise Vytal (via Razorpay) to charge your chosen payment method accordingly. You may cancel auto-renewal at any time from your account settings, effective from the end of the then-current billing cycle.

6. Organisation (B2B) Accounts

Where an Organisation subscribes on behalf of its members, athletes or clients, the Organisation is responsible for (a) obtaining any consents required from those individuals before creating accounts or submitting their data on their behalf, and (b) its own agreements with such individuals. Vytal's relationship in respect of data processing for such end-users is with the subscribing Organisation as further described in the Privacy Policy.

7. Your Content and Data Inputs

You retain ownership of the body-composition data, InBody reports, goals, preferences and other information you submit to the Service ("User Data"). You grant Vytal a limited, non-exclusive licence to use User Data solely to operate, provide, maintain and improve the Service, including to generate your personalised outputs, as further described in the Privacy Policy. You are responsible for the accuracy of the information you provide, including any self-reported health considerations or allergies.

8. AI-Generated Content — Nature and Limitations

Workout programmes, nutrition/meal plans, fitness assessments and AI-coach responses generated through the Service are produced automatically by artificial-intelligence models based on the information you provide. This output is informational and educational in nature. It is generated algorithmically and, notwithstanding our efforts to make it accurate and relevant, may on occasion be incomplete, inaccurate, or unsuitable for your specific circumstances.

Please also see our Health, Fitness & Wellness Disclaimer, which forms part of these Terms.

9. Acceptable Use

You agree not to: (a) use the Service for any unlawful purpose; (b) attempt to reverse-engineer, decompile or scrape the Service or its underlying AI models; (c) misrepresent your identity or body-composition data in a manner intended to cause harm; (d) resell or sublicense access to the Service except as expressly permitted under an Organisation subscription; or (e) interfere with or disrupt the integrity or performance of the Service.

10. Intellectual Property

The Service, including its software, design, trademarks (including the name "Vytal") and underlying technology, is the property of Vytal and its licensors and is protected by applicable intellectual-property laws. Except for the limited right to use the Service as permitted under these Terms, no rights are transferred to you.

11. Third-Party Services

The Service relies on third-party providers, including cloud application-hosting providers, a managed database/authentication provider, a third-party artificial-intelligence (large-language-model) service, and Razorpay for payment processing. Vytal is not responsible for outages or errors originating from these third-party providers, though we will use reasonable efforts to maintain continuity of the Service.

12. Cancellation and Termination

You may stop using the Service and cancel your subscription at any time as described in Section 5 and in our Refund & Cancellation Policy. Vytal may suspend or terminate your access if you breach these Terms, misuse the Service, or engage in fraudulent or unlawful activity, and may discontinue the Service (or any part of it) on reasonable notice.

13. Disclaimers

The Service is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, Vytal disclaims all warranties, whether express or implied, including as to accuracy, reliability, merchantability, fitness for a particular purpose, and non-infringement, in relation to the Service and any AI-generated output.

14. Limitation of Liability

To the maximum extent permitted by applicable law, and except as set out below, Vytal's aggregate liability arising out of or relating to the Service shall not exceed the subscription fees paid by you to Vytal in the three (3) months preceding the event giving rise to the claim. Vytal shall not be liable for indirect, incidental, special or consequential damages, including any injury or health outcome arising from reliance on AI-generated guidance without appropriate professional consultation. This limitation does not apply to, and Vytal's liability is not capped in respect of, losses caused by Vytal's gross negligence, wilful misconduct, or fraud, or any other liability that cannot be excluded or limited as a matter of applicable Indian law.

15. Indemnification

You agree to indemnify and hold Vytal harmless from claims, damages, liabilities and expenses (including reasonable legal fees) arising from your breach of these Terms, misuse of the Service, or violation of applicable law.

16. Privacy

Our collection, use and disclosure of personal data through the Service is described in our Privacy Policy, which is incorporated into these Terms.

17. Governing Law and Dispute Resolution

These Terms are governed by the laws of India. Subject to Section 17(a) below, the courts at Bengaluru, Karnataka shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Service.

(a) Nothing in these Terms restricts or waives your right, as a "consumer" under the Consumer Protection Act, 2019, to approach a District, State or National Consumer Disputes Redressal Commission having jurisdiction, which is a statutory right the Supreme Court of India has held cannot be excluded or overridden by a contractual jurisdiction or dispute-resolution clause. This clause applies to you only to the extent you qualify as a "consumer" under that Act; if you are an Organisation or otherwise acting for a commercial purpose, see the separate Organisation Subscription Agreement governing your account.

Before initiating formal proceedings, we encourage you to first raise the issue with our Grievance Officer as set out in the Contact Us / Grievance Redressal page, in line with the Consumer Protection (E-Commerce) Rules, 2020 — this is voluntary and does not delay or replace your right to approach a court or consumer forum directly at any time.

18. General Provisions

Force Majeure: Vytal shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, internet or telecommunications failures, cloud-provider or AI-provider outages, governmental action, or other events of force majeure, for so long as such circumstances persist.

Severability: If any provision of these Terms is held invalid or unenforceable by a court or forum of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

Waiver: No failure or delay by Vytal in exercising any right under these Terms operates as a waiver of that right, nor does any single or partial exercise preclude any other exercise of that or any other right.

Assignment: You may not assign or transfer your rights or obligations under these Terms without Vytal's prior written consent. Vytal may assign these Terms in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its business, on notice to you.

Entire Agreement: These Terms, together with the Privacy Policy, Refund & Cancellation Policy, and Health, Fitness & Wellness Disclaimer, constitute the entire agreement between you and Vytal regarding the Service and supersede any prior understanding on the subject.

Relationship of the Parties: Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between you and Vytal.

No Third-Party Beneficiaries: These Terms do not confer any rights or remedies on any person other than you and Vytal, except as expressly stated.

Notices: Notices to Vytal under these Terms should be sent to _____ [support/contact email]. Notices to you may be sent to the email address associated with your account.

19. Changes to these Terms

We may update these Terms from time to time. Material changes will be notified through the Service or by email, and continued use of the Service after such notice constitutes acceptance of the revised Terms.

20. Contact

Questions about these Terms may be directed to _____ [support/contact email] or to our Grievance Officer, whose details appear on the Contact Us / Grievance Redressal page.

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.