

# *Vita*Nexus

Life. Connected.

## Terms and Conditions

Effective Date: June 11, 2026

Version 1.0

VitaNexus, Inc. — [vitanexus.ai](https://vitanexus.ai)

## VITANEXUS

WELLNESS & SOCIAL STORYTELLING

# Terms and Conditions

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Effective Date: June 11, 2026 · Last Updated: June 11, 2026 · Version 1.0

These Terms and Conditions govern your access to and use of the VitaNexus consumer wellness and social storytelling application on iOS and Android. VitaNexus offers its services only to users in the United States. Please read these Terms carefully, including the **arbitration and class-action waiver provisions in Section 19**.

### **⚠ Important — Not a Medical Service**

**VitaNexus is a consumer wellness and social storytelling application only.** It is not a medical device, is not a HIPAA-covered entity, and does not provide medical advice, diagnosis, or treatment. Wellness data you record is for personal awareness and is not a substitute for professional medical care. **In any medical emergency, call 911 or your local emergency services immediately.**

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## 1. Acceptance of Terms

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These Terms and Conditions (the “**Terms**”) form a binding agreement between you and VitaNexus, Inc. **VitaNexus, Inc.** (“**VitaNexus,**” “**we,**” “**us,**” or “**our**”) is a Delaware corporation with its principal place of business in Menomonee Falls, Wisconsin. By creating an account or otherwise accessing or using the VitaNexus application (the “**App**” or “**Service**”), you agree to be bound by these Terms and by our Privacy Policy and Data and Security Policy, which are incorporated by reference. **If you do not agree to these Terms, do not create an account and do not use the App.**

## 2. Eligibility

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You must be at least **13 years of age** to use the Service. The Service is offered only in the **United States**, and you represent that you are a resident of the United States. If you are between the ages of **13 and 17**, you may use the Service only with the consent and supervision of a parent or legal guardian who agrees to be bound by these Terms on your behalf. By using the Service, you represent and warrant that you meet these eligibility requirements.

## 3. The Service

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VitaNexus is a **consumer wellness and social storytelling application** available on iOS and Android. The Service lets you track personal wellness goals, record reflections and stories, and connect with a supportive community. The Service is provided for personal, non-commercial use and is intended for general wellness and self-awareness purposes only.

## 4. Not a Medical Service — Critical Disclaimer

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### **⚠ NOT A MEDICAL SERVICE — READ CAREFULLY**

**NOT A MEDICAL DEVICE / NOT CLINICAL DATA.** VitaNexus is a consumer wellness and social storytelling application only. Data you record is wellness and lifestyle data — it is not clinical health data, not Protected Health Information (PHI), and not a medical record. VitaNexus is **not a HIPAA-covered entity** and is **not regulated by the FDA** as a medical device.

**NOT A SUBSTITUTE FOR PROFESSIONAL CARE.** Any insights, summaries, patterns, or outputs in the App are for personal informational and self-awareness purposes only and do not constitute medical advice, diagnosis, or a treatment plan. Always consult a qualified, licensed healthcare professional for medical guidance.

**NOT FOR EMERGENCY USE.** The App does not provide emergency monitoring, alerting, or crisis response. **In any medical emergency, call 911 or your local emergency services immediately.**

## 5. Account Registration and Security

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To use certain features, you must register for an account. You agree to provide accurate, current, and complete information and to keep it updated. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately at [support@vitanexus.ai](mailto:support@vitanexus.ai) of any unauthorized access to or use of your account. We are not liable for any loss arising from your failure to safeguard your credentials.

## 6. User Content

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“**User Content**” means any content you create, upload, post, or share through the Service, including posts, stories, comments, reactions, journal entries, wellness inputs, and profile information.

**You retain ownership** of your User Content. You grant VitaNexus a worldwide (the Service is offered in the United States, though technical processing such as content delivery and backup may occur across our infrastructure), royalty-free, non-exclusive license to host, store, reproduce, display, and process your User Content **solely to operate, provide, secure, and improve the Service** in accordance with these Terms and our privacy and data policies. This license ends when your User Content is deleted, except for residual copies retained for the limited periods described in our Data and Security Policy or as required by law.

You represent and warrant that you own or have the necessary rights to your User Content, that it does not infringe or violate the rights of any third party, and that it complies with these Terms and applicable law.

## 7. Acceptable Use / Community Guidelines

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You agree not to use the Service to do any of the following, and not to permit or encourage others to do so:

- Harass, bully, threaten, or abuse any person;
- Post or share illegal content, or content that promotes illegal activity;
- Send spam or engage in unsolicited or unauthorized advertising;
- Present medical advice as professional or clinical advice, or impersonate a healthcare professional;
- Impersonate any person or entity or misrepresent your affiliation;
- Collect, harvest, or extract data from the Service by automated means;
- Reverse engineer, decompile, or disassemble any part of the Service;
- Introduce malware, viruses, or any harmful or disruptive code;
- Exploit, endanger, or attempt to solicit personal information from minors;
- Use the Service for any commercial purpose without our prior written permission.

## 8. Content Moderation and Enforcement

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We may, but are not obligated to, review, monitor, or moderate User Content. We may remove or restrict any content, and may suspend or terminate any account, that we reasonably believe violates these Terms, our Community Guidelines, or applicable law, or that may harm the Service or other users. Where we take enforcement action against your account or content, you may request review by emailing [support@vitanexus.ai](mailto:support@vitanexus.ai). We will consider good-faith appeals and respond within a reasonable time.

## 9. DMCA Notice and Takedown

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VitaNexus respects the intellectual property rights of others and responds to notices of alleged copyright infringement under the Digital Millennium Copyright Act (DMCA).

### 9.1 Designated Agent

Notices of claimed infringement should be sent to our designated agent at [legal@vitanexus.ai](mailto:legal@vitanexus.ai) with “DMCA Notice” in the subject line.

### 9.2 Required Elements of a Notice

A valid notice must include:

- A physical or electronic signature of the copyright owner or authorized agent;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and its location within the Service;
- Your contact information (name, address, telephone number, and email);
- A statement that you have a good-faith belief that the use is not authorized by the owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information is accurate and that you are authorized to act on behalf of the owner.

### 9.3 Counter-Notification

If your content was removed and you believe it was a mistake or misidentification, you may send a counter-notification to [legal@vitanexus.ai](mailto:legal@vitanexus.ai) containing your signature, identification of the removed material and its prior location, a statement under penalty of perjury that you have a good-faith belief the material was removed by mistake, your contact information, and your consent to jurisdiction as required by the DMCA.

### 9.4 Repeat Infringers

We will, in appropriate circumstances, suspend or terminate the accounts of users who are determined to be repeat infringers.

## 10. Intellectual Property — VitaNexus

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The Service — including the App, its software and code, designs, text, graphics, logos, trademarks, and all other materials we provide (excluding User Content) — is owned by VitaNexus or its licensors and is protected by intellectual property laws. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for your personal, non-commercial use. All rights not expressly granted are reserved.

## 11. Third-Party Services and Links

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The Service may integrate with or link to third-party services, including **Apple Health**, **Google Fit**, the Apple App Store, and the Google Play Store. We do not control and are not responsible for third-party services, and our inclusion of them does not constitute an endorsement. Your use of any third-party service is governed by that party's own terms and privacy policy. We encourage you to review them.

## 12. Subscriptions, Free Trial, and Billing

### 12.1 Free Trial

New users may access a **14-day free trial** of the Service. A valid payment method (credit or debit card) is **required at sign-up** to start the trial. You will **not be charged during the 14-day trial period**. You may cancel at any time before the end of the trial to avoid being charged.

### 12.2 Automatic Enrollment at Trial End

If you do not cancel or select a paid plan before the trial ends, your account will be **automatically enrolled in the Stories plan** (our lowest paid tier) and your payment method on file will be charged the then-current Stories monthly rate. You may upgrade, downgrade, or cancel at any time from your account settings.

### 12.3 Subscription Plans

VitaNexus currently offers the following subscription tiers. **Prices are subject to change; current pricing is always shown in the app at the time of purchase.** Posted prices are exclusive of applicable taxes.

Plan	Monthly	Annual (save vs. monthly)
Stories	\$12.99 / month	\$99 / year
Family+	\$24.99 / month	\$199 / year
Cognitive+	\$49.99 / month	\$399 / year

Plan features are described in the app and on [vitanexus.ai](https://vitanexus.ai). VitaNexus may add, modify, rename, or retire plans, and may change pricing, with notice as required by applicable law. Material price increases to your existing subscription will be communicated to you by email at least **30 days in advance** and will apply at your next renewal; you may cancel before the increase takes effect to avoid it.

### 12.4 Upgrades, Downgrades, and Plan Changes

You may **upgrade** to a higher tier at any time. Upgrades take effect immediately, and you will be charged a prorated amount for the remainder of the current billing period at the new rate. You may **downgrade** to a lower tier at any time; the downgrade and the lower rate take effect at the start of your next billing period. Switching between monthly and annual billing within the same tier follows the same proration rule (immediate for monthly→annual upgrade; next-period for annual→monthly).

### 12.5 Automatic Renewal

All subscriptions, monthly and annual, **renew automatically** at the then-current rate for the same billing interval unless you cancel before the renewal date. You authorize VitaNexus (and our payment processor) to charge your payment method on each renewal.

## 12.6 Cancellation

You may cancel your subscription at any time from your account settings or by emailing [support@vitanexus.ai](mailto:support@vitanexus.ai). Cancellation takes effect **at the end of the current paid period** — you retain access to the paid features you have already paid for until that date. Except as described in Section 12.7 or as required by applicable law, **fees already paid are non-refundable**, including for partial billing periods.

## 12.7 Refunds

VitaNexus does not provide refunds for partial subscription periods or unused time. We may, in our sole discretion, offer refunds or credits in limited cases (e.g., a confirmed billing error or extended service outage). Where required by applicable state consumer-protection law, statutory refund rights apply notwithstanding this section. Refund requests can be sent to [support@vitanexus.ai](mailto:support@vitanexus.ai).

## 12.8 Failed Payments

If a charge fails, we may retry the charge, suspend paid features, and/or downgrade your account until payment succeeds. You are responsible for keeping your payment method current.

## 12.9 App-Store Purchases

If you subscribe through the Apple App Store or Google Play Store, **the applicable store's billing, renewal, refund, and cancellation rules govern that subscription** and override conflicting terms above. Manage and cancel those subscriptions through the relevant store account.

## 12.10 Taxes

Listed prices do not include sales, use, VAT, GST, or similar taxes. You are responsible for any such taxes that apply to your purchase, and we will collect them where required by law.

## 12.11 Free-Trial Eligibility

Free trials are limited to one per user / household / payment method. VitaNexus may decline or revoke a free trial if we determine in good faith that the trial is being abused (e.g., serial trial creation).

# 13. Privacy

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Your use of the Service is also governed by our **Privacy Policy** and our **Data and Security Policy**, which describe how we collect, use, share, protect, and retain your information. By using the Service, you acknowledge that you have reviewed these policies.

## 14. Disclaimers of Warranties

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**THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VITANEXUS DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**WE DO NOT WARRANT** THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY WELLNESS INSIGHTS, SUMMARIES, OR PATTERNS ARE ACCURATE, COMPLETE, OR RELIABLE. **VITANEXUS MAKES NO MEDICAL, DIAGNOSTIC, OR THERAPEUTIC WARRANTY OF ANY KIND.** Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

## 15. Limitation of Liability

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**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VITANEXUS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES,** OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF (OR INABILITY TO USE) THE SERVICE.

**IN NO EVENT WILL VITANEXUS’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (\$100) OR (B) THE AMOUNT YOU PAID VITANEXUS, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.** Some jurisdictions do not allow certain limitations of liability, so some of the above may not apply to you.

## 16. Indemnification

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You agree to indemnify, defend, and hold harmless VitaNexus and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or relating to your User Content, your use or misuse of the Service, your violation of these Terms, or your violation of any rights of a third party or applicable law.

## 17. Termination

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**By you:** You may stop using the Service at any time and may delete your account through the in-app “Delete Account” option or by contacting [support@vitanexus.ai](mailto:support@vitanexus.ai).

**By VitaNexus:** We may suspend or terminate your access to the Service, with or without notice, for cause (including violation of these Terms or applicable law) or for convenience where permitted, providing notice where required by law.

**Effect of termination:** Upon termination, your right to use the Service ends, and we will handle your data in accordance with our Data and Security Policy. Provisions that by their nature should survive termination — including ownership, disclaimers, limitation of liability, indemnification, governing law, and dispute resolution — will survive.

## 18. Governing Law and Venue

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**Governing Law.** These Terms and any dispute arising out of or relating to them or your use of the Service are governed as follows:

- **Entity and corporate matters** — Matters concerning the internal affairs, corporate governance, equity, or organizational existence of VitaNexus, Inc. are governed by the laws of the **State of Delaware**, without regard to its conflict-of-laws principles, consistent with VitaNexus, Inc.’s state of incorporation.
- **Consumer disputes and Service use** — All other disputes, including those arising out of your access to or use of the Service, the Subscription terms, billing, content, privacy practices, or any consumer-protection claim, are governed by the laws of the **State of Wisconsin**, without regard to its conflict-of-laws principles.

**Venue.** Subject to the Arbitration Agreement below, any judicial proceeding permitted under these Terms shall be brought exclusively in the state or federal courts located in **Milwaukee County, Wisconsin**, and you and VitaNexus consent to the personal jurisdiction of those courts. Nothing in this section limits either party’s right to seek injunctive or equitable relief in any court of competent jurisdiction to protect intellectual-property rights.

## 19. Dispute Resolution — Arbitration and Class-Action Waiver

### **⚠ PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS**

**This Section requires that most disputes between you and VitaNexus be resolved by binding individual arbitration, and it waives your right to participate in a class action. Please read it carefully.**

### 19.1 Informal Resolution First

Before initiating arbitration, you and VitaNexus agree to attempt to resolve any dispute informally for at least **sixty (60) days** after written notice of the dispute is provided. Notice to VitaNexus should be sent to [legal@vitanexus.ai](mailto:legal@vitanexus.ai).

### 19.2 Binding Arbitration

If the dispute is not resolved informally, you and VitaNexus agree to resolve it through **binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules**, rather than in court, except as provided below. The Federal Arbitration Act (FAA) governs the interpretation and enforcement of this Section. The arbitrator's decision will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

### 19.3 30-Day Right to Opt Out

**You may opt out of this arbitration agreement** by emailing [legal@vitanexus.ai](mailto:legal@vitanexus.ai) with "Arbitration Opt-Out" in the subject line **within thirty (30) days of your first acceptance of these Terms**. Your opt-out notice must include your name and the email address associated with your account. If you opt out, neither you nor VitaNexus will be required to arbitrate disputes. You may also send opt-out requests to [arbitration-optout@vitanexus.ai](mailto:arbitration-optout@vitanexus.ai).

### 19.4 Small-Claims Carve-Out

Either party may bring an individual claim in a small-claims court of competent jurisdiction instead of arbitration, so long as the claim remains in that court and proceeds only on an individual basis.

### 19.5 Class-Action Waiver

**YOU AND VITANEXUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.** The arbitrator may not consolidate more than one person's claims or otherwise preside over any form of class or representative proceeding. If this class-action waiver is found unenforceable as to a particular claim, that claim will proceed in court, but the remainder of this Section will remain in effect.

## 20. Changes to Terms

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We may update these Terms from time to time to reflect changes in our practices, the Service, or applicable law. When we make **material changes**, we will notify you by an in-app notification when you next open the App, and by email where we have your registered email address. The “Last Updated” date reflects the most recent revision. Your continued use of the Service after the effective date of revised Terms constitutes acceptance of the changes. If you do not agree, you must stop using the Service and may delete your account.

## 21. General Provisions

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- **Entire Agreement.** These Terms, together with the Privacy Policy and Data and Security Policy, constitute the entire agreement between you and VitaNexus regarding the Service and supersede any prior agreements.
- **Severability.** If any provision is held unenforceable, the remaining provisions will remain in full force and effect.
- **No Waiver.** Our failure to enforce any provision is not a waiver of our right to do so later.
- **Assignment.** You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.
- **Headings.** Section headings are for convenience only and do not affect interpretation.
- **No Third-Party Beneficiaries.** Except as expressly stated (including the Apple provisions in Section 22), these Terms create no third-party beneficiary rights.
- **Force Majeure.** We are not liable for delays or failures caused by events beyond our reasonable control.
- **Electronic Communications.** You consent to receive communications from us electronically, and agree that electronic notices satisfy any legal requirement that communications be in writing.

## 22. Apple App Store Additional Terms

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The following additional terms apply if you download the App from the Apple App Store:

- These Terms are between you and VitaNexus only, and not with Apple. **Apple is not a party to these Terms** and is not responsible for the App or its content.
- **Apple has no obligation to furnish any maintenance or support** for the App.
- To the maximum extent permitted by law, **Apple makes no warranty** with respect to the App, and any warranty claims (e.g., failure to conform to a warranty) are the responsibility of VitaNexus, not Apple.
- Apple is **not responsible** for addressing any claims relating to the App, including product-liability, legal/regulatory, or intellectual-property claims.
- **Apple and its subsidiaries are third-party beneficiaries** of these Terms and may enforce them against you.
- You must comply with the **Apple Media Services Terms and Conditions** and applicable usage rules, and you represent that you are not located in a country subject to a U.S. Government embargo and are not on any U.S. Government prohibited-party list, in compliance with applicable U.S. export laws.

## 23. Google Play Additional Terms

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If you download the App from the Google Play Store, the **Google Play Terms of Service** and applicable Google Play usage rules apply to your use of the App. **Google is not a party to these Terms** and is not responsible for the App or its content. To the extent of any conflict between these Terms and the Google Play terms with respect to your download and use of the App from Google Play, the Google Play terms control solely as to that subject matter.

## 24. Contact

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If you have questions about these Terms, contact us at:

### Contact VitaNexus

Topic	Email
Privacy questions	privacy@vitanexus.ai
Security issues / vulnerability reports	security@vitanexus.ai
Legal / Terms questions	legal@vitanexus.ai
General support	support@vitanexus.ai
Founder / executive contact	founders@vitanexus.ai

Website: [vitanexus.ai](https://vitanexus.ai)

**IMPORTANT NOTICE — NOT A MEDICAL SERVICE**

**VitaNexus is a wellness and social storytelling application only.** It is not a medical device, is not a HIPAA-covered entity, and does not collect, process, or store clinical health data or Protected Health Information (PHI) of any kind. VitaNexus has not been cleared or approved by the U.S. Food and Drug Administration (FDA) for any clinical, diagnostic, or treatment purpose.

Wellness data recorded in VitaNexus is not a substitute for professional medical advice, clinical diagnosis, or treatment. Patterns, trends, or summaries visible within the Application are for personal awareness only and carry no clinical validity. **Always consult a qualified and licensed healthcare professional for any health concerns before taking medically relevant action.**

**VitaNexus is not for emergency use. If you are experiencing a medical emergency, call 911 or your local emergency services immediately.**

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