Privacy policy

Which personal data FitterVitaal processes, why it is needed, who receives it, and which choices and rights you have.

1. Controller and contact

FitterVitaal, Lavendelhof 19, 5482 PM Schijndel, the Netherlands (Chamber of Commerce 76815102), is the controller for the FitterVitaal website, app and its professional portals. Send questions or privacy requests to info@fittervitaal.nl or use the contact page.

2. What data do we process?

- Account and contact data, such as name, email address, language, verification status, support messages and security settings.
- Nutrition and profile data, such as age, body measurements, goals, activity, preferences, allergies, exclusions, medication or procedure support you choose, measurements and private progress photos. This may include health data and therefore special-category personal data.
- Planner and usage data, such as menus, recipes, portions, shopping lists, progress, badges, saved choices and AI instructions.
- Household data, such as membership, roles, managed profiles, dinner partners and separate sharing permissions.
- Community data you deliberately make public, such as alias, profile photo, biography, recipes, comments and appreciations; plus reports, blocks and moderation history.
- Review data you deliberately submit, such as rating, title, text, language, chosen public name, publication consent, account verification and moderation outcome.
- Coach and retailer data, such as applications, Chamber of Commerce and business details, locations, staff, offers, client relationships, permissions and activity logs.
- Product contributions, such as barcode, brand, product name, label photos, review state and source information.
- Subscription, payment and invoice data, including billing address, payment state, Mollie references and administrative corrections.
- Technical and security data, such as IP address, browser or device, sessions, trusted devices, failed attempts, rate limits and audit events.

3. Purposes and legal bases

- Performance of the contract: account access, planner, recipes, shopping, Pro, payments, professional features, support and actions you request.
- Explicit consent: processing health data for personal nutrition and planning, sharing with a coach and optional AI label extraction where this basis is required.
- Legal obligation: financial records, invoices, tax rules and lawful requests from competent authorities.
- Legitimate interests: security, fraud and abuse prevention, failure investigation, limited audit records and service reliability. We balance these interests against your rights.
- You can withdraw consent for the future. A feature that needs the relevant data may then stop working; earlier lawful processing remains valid.

4. Health data and personal planning

You choose which sensitive profile data to record. The planner uses it to filter or calculate portions, goals, recipes and menus. Allergies and hard exclusions are treated as constraints, but you remain responsible for checking current product labels.

This processing supports general nutrition and lifestyle. FitterVitaal does not diagnose, provide medical treatment or replace a doctor or qualified healthcare professional.

5. AI and automated processing

FitterVitaal uses AI for recipe suggestions, recipe images and—only after a separate choice—reading product labels. AI output may contain errors and is checked by fixed rules or an administrator where appropriate. The menu engine uses structured settings and does not make decisions with legal or similarly significant effects.

For an AI recipe, we send your instruction and strictly necessary recipe context to OpenAI, not your name, contact or payment details. For label extraction, after your consent and an explicit administrator action we send only the selected label photos and barcode. Do not include people or personal documents. Withdrawing consent cannot retrieve a request already sent.

Only after separate explicit consent does the nutrition assistant process your question, current calorie and macro targets and the recent weight measurements, numeric planned-menu summaries or summarized intake records you select. A menu summary contains planned calories and macros within your available planning horizon, up to fourteen days; no recipe names or instructions. Only with the separate food-context choice do we additionally share bounded ingredient/product names and recorded allergen/dietary catalogue metadata for planned food, recorded allergies and dietary/ingredient preferences. Missing or stale evidence stays unknown; this is not proof of allergy safety or medical suitability. Planned food is not treated as eaten or as evidence of results. We do not include your profile name, contact details, exact birth date, private notes or progress photos. Questions or conversation context may still contain personal information; do not enter diagnoses, medication or contact details. The assistant is for adult profiles and does not provide medical treatment or clinical nutrition targets.

Consent is saved per user, selected profile, dataset and notice version. You can change or withdraw it in the assistant; saved conversations for that selection are then erased. Conversations are private and can be reopened, downloaded and deleted. Coach AI additionally requires separate permission for the named coach connection. Ordinary coach permissions are not enough. Changed permissions or a different coach require fresh AI consent; revoked client data cannot be retrieved through history or exports.

OpenAI does not use API content for model training by default unless the API administrator deliberately opts in. We do not request response storage. OpenAI may retain content for abuse monitoring for up to thirty days, or longer for exceptions; processing may take place outside the EEA. Withdrawal cannot retrieve a question already sent. TerraBytz receives only technical usage and cost metadata, without questions, health data or answers. Technical budget counters remain separate from deleted conversations to limit abuse and duplicate charges.

6. Households and coaches

You may optionally add a personal coach photo and company logo for your coach profile and directory card. With a public listing, these images become public after verification; without a listing, access is limited to you, authorised administrators and your actively connected clients. Only upload images you may publish. This feature does not process identity documents. You can replace or remove the images. Old files become restricted; the existing erasure and backup periods still apply.

For the coach pilot we record the request choice, personal account and profile, participation, free staff allowance, shared start and end dates, and administrative audit. This supports delivery and security of the requested trial. Administrators manage enrollment; a main coach sees counts and the deadline, not participant health data without separate permission. Pilot access covers only the selected personal profile, not partners. Enrollment replaces neither coach verification nor a coaching relationship or health-data consent. Your own participation is included in your data export; account deletion ends the relevant access through the deletion process.

You authorise one named coach using a personal account. A main coach can fund named staff seats, but team membership or payment grants no access to health information. Every staff coach is individually verified and needs their own client permissions. Departure ends team access immediately; clients are not transferred automatically and choose another coach or accept a new invitation with fresh permissions. The financial team affiliation is separate and may remain in place. Actions are attributed to the personal account. Credentials must not be shared.

Household members use separate accounts. Roles determine who may view or manage profiles. An adult member must enable sharing personally. The household owner sees information needed for membership, Pro seats and billing, but does not automatically gain access to all private profile data.

You may give a verified coach separate permissions for a specific profile. Only the selected data and actions become available, and you can revoke access. Progress photos are available only to the selected profile and its named coach when separately authorised through the photo permission. Team membership, payment or household ownership does not grant photo access. An external coach is an independent party for their own services; FitterVitaal verifies platform and business details, not medical competence.

For coach benefits we separately retain the selected coach, payer, acceptance of commercial terms, version, status and change timestamps. Counts and benefits are calculated automatically from current paid subscriptions without health data. Coaches see aggregate counts and their own benefit, not clients' billing details. Authorised support may inspect audited identity, connection and commercial status where needed, never nutrition or health contents. Billing affiliation can be removed independently and your own affiliation exported; necessary financial evidence remains subject to financial retention rules.

For AppCoaching and AppCoaching Plus provided by FitterVitaal, we use your contact details, package choice, appointment information and correspondence to arrange and deliver the guidance you request. Financial administration is subject to applicable statutory retention requirements. Using health data for that guidance additionally requires your separate explicit consent; neither a purchase nor an enquiry grants that consent.

Your named coach uses only the authorised shared records, such as menus, logged intake, goals, measurements and messages, for periodic review, personal feedback and proactive guidance where

appropriate within the agreed service. This is not continuous health monitoring. Photo and AI permissions remain separate. Main coach, payer or team membership grants no additional access. On withdrawal we stop the relevant use and discuss what guidance remains possible. FitterVitaal is responsible for the processing described for its own services; the existing retention periods and export and deletion rights continue to apply.

6a. Invoicing by coaching businesses

When your coach invoices you through FitterVitaal, we receive the billing details from the coaching business. This can happen if you do not have a FitterVitaal account. The information may include your name, billing address, email address, business details where relevant, invoice lines and payment status. It is used to issue and send invoices, keep records and handle payments or corrections. A billing contact grants no access to a nutrition profile or health data.

The coaching business decides why it uses your billing details. FitterVitaal acts as a processor for billing information it handles on behalf of an independent coaching business. FitterVitaal is the controller for its own platform purposes, such as account security and responding to support requests it receives.

Authorised finance staff and accountants can access information within their financial role. If the coaching business offers a payment link, Mollie processes the payment through that business's account under Mollie's own terms and privacy notice. Issued invoices and necessary financial records may be kept for as long as the law requires. For access to or corrections of details on a coach invoice, contact the business named on the invoice first.

7. Community, reviews and public data

A Community profile is optional. Your public alias, profile photo, biography, published contributions and comments are visible to other visitors. Your account name, email, nutrition profile and progress remain separate. Reports and blocks are used only for safety and moderation.

A submitted recipe remains private until approved. When published, FitterVitaal creates its own recipe image; your private image is not made public. After closure or deletion, a published recipe may remain in the curated library without personal attribution where you agreed to this on submission.

A review becomes public only after your separate publication consent and neutral moderation. We show its rating, text, publication month, verified-account marker and your chosen first name or anonymous label—never your email or nutrition profile. You can edit or immediately withdraw it. An edit removes the old publication until the new text is moderated. Account deletion removes the review.

8. Retailers and product contributions

For a retailer application, we process identity, business, location and contact details to review the organisation and staff and provide the portal. Published retailer information and offers are public. Product contributions are reviewed before publication. Open Food Facts may be consulted as an optional source of public product information.

When you confirm a shopping request, the selected location first receives only exact matched lines with product name, quantity and unit. Profile names, menus, nutrition targets, private addresses and household data are not included. Only after you accept the quote does the retailer receive your name and email for pickup identification. Online payment goes directly through the retailer’s own Mollie account; FitterVitaal does not receive or hold the retailer’s revenue. For an external supermarket, you copy or download the list yourself.

9. Recipients and providers

We do not sell personal data. We use staff with limited access and providers for hosting and infrastructure, transactional email, security, Mollie payments, Google reCAPTCHA, Google Drive for restricted business administration, OpenAI for the AI features described, and—if you use that route—Telegram for product capture. Each provider receives only what is needed for its task. We put appropriate privacy and security agreements in place with processors.

When you deliberately open an external retailer, payment page or link, that party processes data under its own terms. A coach or retailer may be a separate controller for its independent services; this is explained separately when that relationship is formed.

10. Transfers outside the EEA

Providers such as Google, OpenAI and Telegram may process personal data outside the European Economic Area. Where this occurs, we rely on an adequacy decision or appropriate safeguards, such as the European Commission’s Standard Contractual Clauses, supplemented by risk assessments where needed. You can ask info@fittervitaal.nl for more information about the safeguards used.

11. Retention periods

- Account, planner, profile, progress and private-recipe data are kept while your account or relevant profile is active, unless you delete or archive them earlier.
- After a valid deletion request, we revoke access and erase or anonymise data under the deletion process. Remaining backup copies are subject to the normal backup cycle for no more than 35 days before completion is verified.
- A privacy export remains downloadable for up to 48 hours. Unapproved temporary AI recipe artifacts generally expire after 7 days.
- Label and contribution photos are removed no later than 28 days after a contribution closes; minimal status, source and decision information may remain for catalogue integrity and accountability.
- Sign-in and recovery codes expire after minutes or hours. Household and retailer invitations generally expire after 7 days; coach-practice invitations after 14 days. A normal trusted device is remembered for up to 3 months and a privileged device for up to 30 days.
- Invoices, payments and related core records are generally kept for 7 years, or longer where a specific legal rule requires it. Security and moderation records are kept no longer than needed for investigation, evidence, review or abuse prevention.

12. Your rights and choices

You can request access, correction, deletion, restriction and portability, object to processing and withdraw consent. Where processing relies on consent, withdrawal operates only for the future. In your account you can change many details, revoke sessions, request an export and start a controlled deletion request.

We normally respond within one month. We may request reasonable identification and limit a request where the law permits, for example because of others' rights or mandatory financial records. You can complain to the Dutch Data Protection Authority at autoriteitpersoonsgegevens.nl or your competent European supervisory authority.

13. Security

We use encrypted connections, password hashing, magic links, optional two-factor authentication, roles and fine-grained permissions, session and device controls, rate limits, audit records, protected media and separated environments. No system is entirely risk-free. Report suspected misuse to info@fittervitaal.nl immediately and never share passwords or authentication codes.

14. Age

FitterVitaal is intended for people aged 18 and over. An adult account holder may manage a dependent profile within a household. A minor does not independently create an account or public Community profile.

15. Changes

We update this policy when the service, providers or law changes. The current version and date appear on this page. For material changes we provide appropriate notice and request consent again where legally required.