Terms and conditions

For use of the website, app, Pro, AppCoaching, Community and FitterVitaal professional portals.

1. Identity, scope and versions

These terms apply to the website, FitterVitaal account, free app, Pro, AppCoaching, Community and coach and retailer portals of FitterVitaal, Lavendelhof 19, 5482 PM Schijndel, the Netherlands (Chamber of Commerce 76815102). We show the applicable terms during registration and purchase. Additional Community, coach, retailer or promotion terms apply only to that feature.

2. Account and secure use

- You are at least 18 and provide accurate, current information. An adult account holder may manage a dependent profile.
- Ordinary user accounts are personal. Do not share sign-in or recovery details with unauthorised people and revoke unknown sessions or devices immediately. Coach accounts are personal. Staff must use separate named accounts and obtain their own client permissions. Shared login or recovery credentials are not permitted.
- Do not use the service for fraud, harassment, spam, deception, unauthorised scraping, security testing without permission, reverse engineering or infringement of others' rights.
- Automated or excessive use that burdens the service, other users or our providers is prohibited.

3. Free essentials and Pro

The free essentials are not a trial that silently expires. Pro adds clearly marked planner, AI, household and convenience features. Current content, price, VAT, payment period, included usage and the price of extra household members are shown in your account before purchase.

We may improve or replace features. If a paid digital service changes materially to your detriment, we provide appropriate notice and respect your statutory rights.

4. Households and extra Pro members

A household has one owner. The owner manages payment, invoices, invitations and paid Pro seats. Each adult member uses a separate account and controls their own sharing permissions. Extra Pro members are charged to the owner from the next full month as shown beforehand; paid access remains available through the paid period after departure, without an automatic refund.

5. Payment, invoices and cancellation

Pro payments are processed through Mollie. A payment obligation arises only after clear order confirmation. Pro runs monthly and can be cancelled through your account. Access remains active through the paid period and does not renew afterward. The household owner receives invoices. After reasonable recovery options, paid features may be restricted following a failed payment.

Price changes do not apply retroactively. We notify you before a change affects a later billing period. Final invoices are not silently overwritten; necessary corrections remain traceable.

6. Cooling-off period and digital services

As a consumer, you generally have 14 days from entering an online Pro purchase to withdraw. During that period your account provides a separate ‘Withdraw purchase’ function. It shows the calculation before confirmation, ends household Pro immediately, starts the Mollie refund automatically and creates a credit note. You receive confirmation. You can also make an unambiguous withdrawal by emailing info@fittervitaal.nl.

At checkout you separately and explicitly request immediate delivery of Pro during the cooling-off period. If you later withdraw, the supplied period is charged pro rata and the unused part is refunded automatically, where the law permits. Normally stopping future renewal instead keeps Pro active through the paid period. Your statutory remedies for a defective digital service remain unaffected.

A later new Pro purchase that we accept has its own statutory cooling-off period. After a first completed withdrawal, the same account has a 30-day repurchase pause. After a second completed withdrawal, we no longer accept a new Pro purchase for that account; Free remains available. FitterVitaal may lift this restriction after an individual review and a reasoned decision. A later withdrawal activates the restriction again. The restriction applies only to future purchases and does not affect the withdrawal right attached to a purchase that has already been concluded.

7. Nutrition, health and results

FitterVitaal provides general nutrition, lifestyle and planning tools—not diagnosis, medical treatment or personal healthcare. Calculations and AI output are estimates. Consult a doctor or qualified professional for illness, symptoms, pregnancy, medication, surgery or bariatric treatment, eating-related concerns or uncertainty.

- Keep allergies, exclusions, measurements and other profile data accurate and current.
- Always check physical product labels and ingredients; product composition may change.
- Stop if symptoms occur and do not follow app output that conflicts with professional medical advice.
- Individual outcomes differ and are not guaranteed.

8. AI features

AI may create recipes, images and label proposals. The relevant feature makes AI use clear. Output may be incorrect, incomplete or similar to existing material. Review a result before using or sharing it. FitterVitaal may reject, regenerate or hold AI output for review where quality, safety or rights checks require it.

AI does not replace professional medical advice. Prompt abuse, attempts to bypass security controls and uploading unnecessary personal data or material you have no right to use are prohibited.

The nutrition assistant explains shared targets, planned nutrition and records. You can review a fresh plan as a starting point before logging food. This does not establish medical suitability or future results. AI can be wrong and does not diagnose or create clinical nutrition plans. Questions do not change settings, meal plans or recipes. Review suggested next steps yourself and discuss medical situations with a qualified healthcare professional.

Free accounts receive a separate monthly assistant allowance, three questions by default, separate from recipe credits. Unused free questions expire at the month boundary; every new question and follow-up counts. The app shows the remaining allowance and renewal date. A new paid Pro assistant question uses a text credit from the same monthly AI allowance as recipe generation; it does not use an image credit. The current allowance appears in the app. Reopening saved answers is free. An AI request may use a credit even without a usable answer; it is never automatically retried. A coach uses their own Pro allowance and only separately approved client data.

9. Your recipes, Community and reviews

You retain rights in original content you create. By submitting content for publication, you confirm that you may share it and grant FitterVitaal a non-exclusive, royalty-free licence for the duration of publication to review, technically process, display, secure and promote it within the service.

Community content is not published automatically. We may reject, amend with your confirmation, neutralise, hide or remove submissions for duplication, quality issues, deception, unsafe content, privacy violations or infringement. A private recipe image is not published; FitterVitaal creates its own publication image. After profile closure, a previously approved recipe may remain neutrally available as explained on submission.

Each verified account may submit one honest review of its own experience. Reviews may not be bought, rewarded, fabricated or duplicated. Positive and critical reviews follow the same publication rules. We may reject or hide a review for spam, abuse, personal data, content not based on your own experience, unsafe claims or infringement—never merely because its rating is negative. We do not edit your rating or words. You may edit or withdraw the review and the public licence ends when it is no longer published.

Respect other members. Comments and reviews are plain text; spam, threats, harassment, discrimination, dangerous health claims, other people’s personal data and infringing content are prohibited. You may report content and receive moderation outcomes or available review steps through Messages.

10. Coaches

A coach pilot requires manual approval. Free accounts can request it in their coach application; the request itself grants neither Pro nor verification. The trial lasts 28 days with one fixed deadline for the main coach, agreed free named staff seats and up to 15 individual clients across the whole team. Access covers the selected personal profile; partners and other profiles are excluded. Joining later, pausing or resuming does not extend the deadline. Free access ends automatically without a payment, paid subscription or automatic renewal. Accounts and records remain available; separately paid Pro remains valid. To continue, the coach and clients activate regular Pro themselves. The main coach separately confirms any paid staff seats and the displayed amounts. Continuing funding for the same staff coach does not transfer clients or expand permissions. Pilot participants do not count as paid memberships for coach benefits. FitterVitaal may end the pilot or individual participation for misuse or on request; the original deadline remains unchanged.

Staff seats are purchased separately at the exact amount shown before payment: a proportionate first charge and a monthly recurring seat fee on the main coach’s existing subscription. Fees remain payable for paid seats awaiting acceptance. Removing a seat ends access immediately and stops future seat charges; completed paid periods and final invoices remain unchanged. We offer fourteen days to withdraw from a new seat purchase. If you expressly request an immediate start, we settle the service already supplied proportionately. Staff fees are not waived when the main coach earns free base Pro. Newly published catalogue prices apply to new seats; existing accepted seat prices remain in place. Existing personal subscriptions are not cancelled or moved automatically.

Every coach account is personal and intended for one individually verified user. Sharing login or recovery details with staff or third parties is prohibited and may lead to restriction or suspension of coaching access following investigation. A main coach can fund named staff seats at the displayed monthly price including VAT. Staff retain their own accounts and are individually verified. The payer manages seats and billing; this grants no access to staff or client private information. Only a named coach expressly authorised by a client receives the selected data and actions. Departure never automatically transfers clients or permissions.

A coach uses an ordinary account with a separately reviewed platform status. Verification does not mean that FitterVitaal guarantees medical authority, results or all professional qualifications. The user selects permissions per profile and may revoke them.

An external coach remains responsible for their advice, qualifications, administration and any independent agreement with the client. FitterVitaal is not party to external coach payments or treatment. Coaches may use data only for the agreed guidance and must stay within granted permissions.

Personal Pro or an active owner-funded staff seat is required to submit a coach application and use professional coach tools. A staff seat funds team coaching only; personal household Pro remains separate. Coached clients also need Pro. Anyone may create a free account and draft application. Business verification remains mandatory. There is no separate platform licence, per-client charge or client limit; any independent coaching fee is separate from FitterVitaal.

Coach benefits belong to the verified main coach or team explicitly chosen by the billing owner. Qualifying clients of the main coach and staff are pooled for that team; each paid household counts once. Existing financial affiliations are not automatically moved when a coach changes team. We count distinct currently paid household subscriptions, not invitations, Free profiles, manual Pro grants, duplicate profiles or the main

and staff coaches' own subscriptions. One subscription counts once, including households with several people. The same billing coach link cannot count for several coach accounts. Discounts apply only to the base Pro price; extra household seats retain their price and benefits do not stack.

At introduction: below 10 qualifying memberships there is no discount; from 10 there is one percentage point per membership, capped at 50% for clients. At 100 qualifying memberships the coach can earn one base Pro subscription. This requires an existing subscription with a valid payment mandate; staff seats, extra household seats and independent coaching remain payable. Current thresholds and grace periods are shown before confirming the billing coach link. Policies may change for future periods with advance notice of adverse price effects.

A shortfall has a seven-day grace period by default. The revised benefit then applies to a future renewal. A higher price is announced with its amount and date at least thirty days ahead by default; you may cancel before that date. The applicable notice period is shown at confirmation. Past periods and final invoices are not retrospectively changed. New subscriptions show the exact amount, discount, VAT, initial charge and recurring monthly price before Mollie checkout.

Billing benefits require no health-data access. Coach permissions are separate and immediately revocable; you may separately remove the billing coach link in your account. The billing owner approves the commercial choice, including when another household member receives coaching.

10a. Coach Administration and invoices

Where available, a coaching business can create, send and manage invoices in its own name, including for customers without a FitterVitaal account. The business named on the invoice supplies the service or product and is responsible for invoice details, VAT, payment arrangements, corrections and any questions or disputes about the invoice. Section 11 also applies to FitterVitaal's own AppCoaching services.

The coaching business uses only the information needed for billing and keeps health information out of invoice lines, notes and emails. It decides who may act as finance staff or accountant and manages that access. Billing and financial access are separate from permission to access coaching or health data.

If the coaching business offers online payments, it uses its own verified Mollie account. Mollie processes payments and pays the available balance to the coaching business under its own Mollie terms, rates and settings. FitterVitaal does not hold the coaching business's revenue. The FitterVitaal launch fee is €0 per coach invoice payment. Mollie may charge its own fees. For questions about an amount, the service provided or a refund, contact the coaching business named on the invoice.

11. AppCoaching provided by FitterVitaal

AppCoaching and AppCoaching Plus are optional personal guidance services provided by FitterVitaal, separate from Pro, the coach pilot and independent external coaches. For these services FitterVitaal is your contracting party and is responsible for the agreed guidance. Before you agree, we confirm the package, named coach, price including VAT, any separate Pro costs, start date, review and call frequency, response arrangements, duration and cancellation terms. You receive the agreement and applicable terms by email or another document you can retain. An enquiry through the contact form is not a purchase.

We deliver the agreed guidance with reasonable care. This is an obligation to exercise reasonable efforts, not a results guarantee: we promise no particular weight, body-fat percentage, appearance, performance level, goal or outcome by a particular date. Results depend on personal circumstances, feasibility, individual choices and consistency in following guidance, among other factors. Not reaching a goal does not by itself mean the service is defective or create a right to a refund. Your statutory remedies for inadequate guidance remain unaffected.

Both packages include periodic review of the app records you authorise the named coach to access. We offer proactive feedback when that review gives us reason to suggest adjustments; agreed reviews and any video sessions remain part of the service. This is not continuous or live monitoring, medical supervision or emergency assistance. Unless a response time is separately agreed, we do not promise an immediate reply. In an emergency contact the appropriate emergency service.

Logged food, activity, measurements and progress depend on what you enter or share. We cannot verify that everything outside the app has been fully recorded or followed. Keep relevant information as complete and current as possible and discuss changes or difficulties with your coach. The coach takes these limitations into account and bases guidance on what can reasonably be inferred from the available information. If necessary records or permissions are missing, we discuss what remains possible and, where needed, agree adjustments to the service or contract.

You choose the named coach and permitted data and actions per profile. A package, payment, main coach role or staff seat grants no additional access. You can withdraw health-data consent or coach access; we then stop the relevant use. We discuss the consequences for the agreed guidance and options to adapt or end it. Withdrawing consent does not affect your statutory rights.

For an AppCoaching contract concluded online or at a distance, consumers generally have 14 days from entering the contract to withdraw. Within that period you can withdraw unambiguously by emailing info@fittervitaal.nl, for example giving your name and stating that you withdraw from the AppCoaching agreement. To start during the cooling-off period, we first ask separately for your express request and explain any proportionate payment for guidance already supplied if you withdraw. We do not charge these costs without the information and consent required by law. Simply starting coaching does not automatically end your cooling-off right. The Pro withdrawal function and restrictions on a new Pro purchase are separate from this guidance service.

Technical support for the app and your account is free for everyone through info@fittervitaal.nl or the website contact form. No coaching package is needed. Personal nutrition and lifestyle guidance through app messages belongs to the agreed coaching service; the AI assistant is a separate tool and does not replace human review.

12. Retailers, offers and shopping

A retailer organisation is responsible for accurate business, location, stock, price and offer information and for rights in submitted content. Verification or visibility is not an endorsement and does not guarantee availability. FitterVitaal may hide inaccurate or outdated information.

A request becomes an order only after the retailer confirms products, prices and pickup time and you expressly accept the quote. The sale is directly between you and the retailer. The retailer is the seller, payment owner and contact for fulfilment, refunds and disputes. Online payments are processed through the retailer's own Mollie account; FitterVitaal does not hold retailer revenue and is not a delivery provider or party to the sale. Mollie may allocate a disclosed platform fee to FitterVitaal from the payment.

13. Intellectual property

Software, designs, database structure, text, curated recipes, images, logos and other FitterVitaal content are protected. You receive a personal, limited, revocable and non-transferable right for normal use of the service. This does not permit systematic copying of the library, model training, resale or removal of marks. Statutory rights in your own data and portable content remain intact.

14. Availability, maintenance and security

We work to provide a reliable and secure service but do not guarantee uninterrupted availability. Maintenance, updates, security measures, third-party failures or force majeure may have a temporary effect. We may apply reasonable usage, AI and capacity limits and provide recovery information where appropriate.

15. Suspension, termination and deletion

For serious or repeated misuse, fraud, security risk, non-payment or material breach, we may restrict features or access. Where circumstances permit, we provide a reason and an opportunity to remedy or review. Pro cancellation, leaving a household, closing a Community profile and deleting an account each have different effects; the app shows these before confirmation.

16. Liability

Consumers retain all mandatory statutory rights, including remedies for defective digital services or inadequate guidance. FitterVitaal remains responsible for performing its own obligations with reasonable care. These terms do not generally exclude liability for our own negligent advice or failure to deliver agreed reviews or calls. No limitation applies where the law prohibits it.

When assessing loss and liability, the cause, circumstances and each party's contribution are considered under applicable law, including relevant inaccurate or missing input, use of guidance and the need for professional help. These factors do not remove our own duty of care. Failing to reach a personal goal or expected outcome does not alone establish a failure in our service.

17. Complaints, law and changes

Contact info@fittervitaal.nl or use Messages first so we can seek a solution. Dutch law applies without affecting mandatory consumer protection in your country of residence. Disputes are submitted to the court competent under applicable law.

We may update these terms when the service or law changes. The current version and date appear on this page. For material changes we provide appropriate notice and, where needed, request renewed agreement before the change applies to you.