



Fitter Vitaal Conditions

Fitter Vitaal, located at Lavendelhof 19, 5482PM Schijndel, The Netherlands, is responsible for the processing of the terms and conditions as set out in this Statement of General and Additional Terms and Restrictions.

Contact details: <https://www.fittervitaal.nl>
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1: General

- These terms and conditions apply to all services and products offered by Fitter Vital .
- By using our services, you agree to these terms.
- Fitter Vitaal reserves the right to change these terms and conditions .
- We will communicate any changes in a timely manner.

2: Services and Responsibility

- Fitter Vitaal offers the Vytal application as a basic service. Optional coaching and support are tailored in consultation with the client based on their needs and preferences.
- We provide guidance, tools, and guidelines; However, achieving goals depends on the commitment and dedication of the customer.
- The services are completely without obligation and are not bound by any contractual obligation. Customers can manage and terminate their membership independently at any time.
- The client is responsible for fulfilling agreements made for coaching sessions. If the customer is unable to attend, he or she must inform us in good time to avoid unnecessary occupation of the agenda. Rescheduling or cancelling appointments can take place up to 24 hours before the scheduled appointment. If the customer does not keep an appointment without timely cancellation, this appointment will lapse without the right to a refund of the costs incurred.
- If an appointment cannot take place due to force majeure, we are willing to make an exception to the above conditions, provided that the force majeure can be demonstrated.
- In the event that we have to cancel an appointment, we will try to reschedule it as soon as possible. If this is not possible within the same month, the appointment will remain available for the following month. If an appointment from us cannot take place, it will not be cancelled and costs incurred will not be credited.

3: Registration Fees and Discounts

- A one-time setup fee is charged for enrollment. Depending on the chosen membership, we

may offer a discount on these costs.

- Discounts only apply to the first payment/invoice and only at the start of the membership. If a customer starts with the "App Only" membership and then scales up to a "Support" option, no discount will apply.
- Discounts apply only to specific plans, namely 25% off at "Support Start" and 50% off at "Support Plus." No discounts apply to "Support Flex" and "App Only".
- During our launch, we will offer the first 20 registrants a one-time waiver of the full sign-up fee for the above-mentioned discounted membership options.

4: Payments and Cancellation

- Payments for the "App Only" membership must be made monthly via a recurring transfer set up by the customer from his or her personal bank account.
- For payments from one of the "Support" options, we will send an email with a payment link or a tikkie, depending on the customer's preference. This payment must be made before the first appointment in the month in question. If payment is not made, we will not definitively book the appointments made in the agenda, and these appointments will expire. Only after receipt of payment are the appointments definitively booked.
- In the event of non-payment for the "App Only" membership, the membership will be automatically terminated without further obligations of Fitter Vitaal towards the customer. Every first day of the month, we check the payments received. If no payment is received for a Vytal account with the "App Only" membership, we will deactivate the membership, disabling premium features. The Vytal account will remain accessible to the customer.
- Customers can modify or terminate their membership at any time without notice. The cancellation takes effect on the first day of the following month. No refunds will be given except in special circumstances. Any appointments that are still available after cancellation due to force majeure or by us will remain available for one calendar month after cancellation and will then expire.

5: Using the Vytal App

- The use of the app is at the customer's own responsibility. Fitter Vitaal is not liable for any negative consequences arising from improper use of the app.
- The customer is responsible for keeping his or her settings in the app up to date, such as dietary preferences, allergies and physical values. We offer support if adjusting this is not feasible for the customer. It is important that we are informed of such circumstances so that we can make any necessary adjustments to the customer's account

6: Responsibility for Results

- Fitter Vitaal does not guarantee specific results, because achieving goals is entirely dependent on the commitment and consistency of the customer. For us, it is almost

impossible to check whether the customer is sincerely and consistently following the guidelines. In addition, medical conditions, medication use or syndromes can make it difficult or impossible to achieve visible physical results.

- Results vary from person to person and depend on, among other things, body type and lifestyle habits, as well as the extent to which the client follows the instructions given. Fitter Vitaal cannot be held responsible for not achieving visible results.
- The advice and guidance we offer is not a substitute for medical advice. Customers with medical health questions should consult a doctor or specialist. We will advise on this if we find that such a situation applies. It is up to the customer to arrange the follow-up. Fitter Vitaal cannot be held liable for medical problems or conditions.

7: Privacy and Data Protection

- We handle personal data with care and comply with the applicable privacy legislation. Our privacy statement and cookie policy can be consulted via our website: www.fittervitaal.nl, at the bottom of the footer. On request, we can also deliver these digitally via e-mail. Every customer must take note of these statements when entering into a membership. With the first invoice, these statements are provided again by e-mail. Fitter Vitaal cannot be held responsible for the lack of this knowledge on the part of the customer.
- Personal data is only used for the purpose of providing and improving our services. Data will not be provided to third parties without permission, unless required by law or regulation. Consent to the use of cookies and personal data is provided on the first visit to our website by means of the cookie banner, in which customers can grant or refuse this consent.

8: Liability

- Fitter Vitaal is not liable for any direct or indirect damage resulting from the use of the Vytal app or our advice, unless there is intent or gross negligence on our part.
- Our services and advice are intended for informational and educational purposes and are not a substitute for professional medical advice. Customers with medical questions or health problems are advised to consult a qualified doctor or specialist.
- Fitter Vitaal is not responsible for any consequences arising from improper use of the Vytal app or failure to follow advice. The use of our services is entirely at the customer's own risk.

9: Complaints and Disputes

- In case of complaints, we ask the customer to contact us first, so that we can try to find a solution together. Fitter Vitaal strives for a customer-oriented approach and appreciates the possibility of solving problems in mutual consultation.
- If a dispute cannot be resolved by mutual agreement, it can be submitted to an independent

disputes committee. For legal disputes, Dutch law applies and disputes can be submitted to the competent court.

Additional Terms and Restrictions

1: Termination and Modification of Services

- Fitter Vitaal reserves the right to change or discontinue services or functions at any time, without prior notice. In such cases, we will endeavor to notify customers in a timely manner of any changes that affect their use of the Service.

2: Indemnification

- The customer indemnifies Fitter Vitaal against all claims, liabilities, costs and damages arising from or in connection with the use of our services, including claims by third parties resulting from improper use or misuse of the information and advice provided.

3: Intellectual Property

- All content, materials, and designs provided by Fitter Vital, including but not limited to texts, images, and graphic materials, remain the property of Fitter Vitaal and may not be used or distributed without written permission.

4: Limit of Liability

- Fitter Vitaal is in no way liable for any damage that exceeds the amount of the membership fee paid by the customer for the month in question.

5: Force majeure

- Fitter Vitaal is not liable for any failure to comply with its obligations if this failure is the result of force majeure. Force majeure is understood to mean any circumstance that is beyond the control of Fitter Vital, such as natural disasters, war, pandemics, or failures in networks or technologies.

6: Applicable law and competent court

- These terms and conditions and the relationship between Fitter Vitaal and the customer are

exclusively governed by Dutch law. All disputes arising out of or in connection with these terms and conditions shall be submitted to the competent court in the Netherlands.