



FitterVitaal Conditions

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

Contact details: www.fittervitaal.nl

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1: General

- These terms apply to the service offered by FitterVitaal.
- By using our service, you agree to these terms.
- FitterVitaal reserves the right to modify these terms. Any changes will be communicated in a timely manner.

2: Services & Responsibility

- FitterVitaal provides access to the Vytal application as its core service.
- The service consists solely of access to the Vytal platform. No additional services such as coaching, guidance, or personal support are provided.
- FitterVitaal does not guarantee specific results. Achieving personal goals depends on the use of the platform and the effort of the client.
- The service is entirely without obligation and not bound by any contractual commitment. Clients can manage and cancel their membership independently via the website.
- The client is responsible for the proper use of the platform and for complying with these terms.
- If we determine that a client is acting in violation of these terms, we reserve the right to terminate the account immediately. In such cases, no refunds of any payments made will be issued.

3: Registration & Membership

- Registration is required to use the Vytal platform through us.
- Use of our service is strictly limited to individuals aged 18 and older. By registering and using our service, the customer confirms that they are at least 18 years of age.
- Registration is free of charge and is used solely for administrative and account-related purposes. We do not charge any registration fees and do not offer discounts.
- Registration is only possible via our website. Registrations via email, phone, or other channels will not be processed.
- Access to the Vytal platform is provided as a monthly membership.
- There is no need to manually delete an account. After cancellation of the membership, the account will remain available for a maximum of one year.
- If the account is not used for one year, it will be automatically deleted.
- If the client wishes to use our services again after deletion, they must register again via the website.

4: Payments

- The initial payment is made by the customer via iDEAL on our website.

- After the initial payment, the membership fee is collected automatically on a monthly basis (automatic direct debit), unless the membership is cancelled.
- If a customer signs up during the month, the amount for the first period is calculated on a pro rata basis, based on the remaining days of that month.
- Membership fees are invoiced in advance and collected on the first day of each month.
- By using our service, the customer agrees to payment for the upcoming month.

5: Cancellation

- The membership has no fixed-term contract and can be cancelled monthly via our website.
- Cancellation is possible up to and including the last day of the current month.
- The cancellation takes effect on the first day of the following month and the automatic direct debit will be stopped.

6: Failed Payments & Access

- If an automatic direct debit is reversed or fails, the payment obligation for that month remains fully in effect.
- In the event of a failed payment, the customer will automatically receive an email with a payment link to complete the payment.
- The payment must be completed before the start of the new month.
- If this is not done, access to the app will be automatically blocked.
- It is not possible to have multiple outstanding invoices at the same time.
- New periods will not start as long as a previous invoice remains unpaid.
- If an outstanding invoice still exists at the start of a new month, access to the app will be automatically blocked until the payment has been completed.

7: Strikes & Reactivation

- Indien een automatische incasso wordt gestorneerd, geblokkeerd of om een andere reden mislukt, wordt een "strike" geregistreerd op het account van de klant.
- Bij drie (3) geregistreerde strikes wordt de toegang tot de app per direct geblokkeerd en wordt de automatische incasso stopgezet.
- De klant dient in dat geval handmatig opnieuw te activeren via de website door een nieuwe eerste betaling te voldoen.

8: Automation

- Our systems are fully automated.
- We do not perform manual activations, reactivations, or corrections.
- It is the responsibility of the customer to ensure that payments are completed on time and successfully.

9: Refunds & Costs

- Payments are non-refundable under any circumstances.
- This is due to the fact that we incur costs in advance per member which cannot be recovered.

- If a payment is reversed by the customer (chargeback), the resulting costs of €10 will be charged to the customer.
- It is not necessary to reverse a payment, as the subscription can easily be cancelled via the website up to and including the last day of the month.

10: Debt Collection

- In the event of non-payment, the claim will be transferred to our debt collection partner.
- From that moment on, the collection process is fully automated and outside of our control.
- All additional costs, including any legal costs, are entirely the responsibility of the customer.
- Once a claim has been transferred to the debt collection partner, it will no longer be possible to use our service again in the future.

11: Debt Management (Guardianship)

- Customers under debt management (guardianship) are not permitted to use our service.
- Registration via a legal guardian or debt administrator is not allowed.

12: Use of the Vytal App

- The use of the app is entirely at the customer's own responsibility. FitterVitaal is not liable for any negative consequences resulting from improper use of the app.
- The customer is responsible for keeping their settings within the app up to date, such as dietary preferences, allergies, and physical data.
- All settings within the app are fully accessible and manageable by the customer. FitterVitaal does not manage or modify these settings.
- FitterVitaal is not responsible for correctly configuring the app. We provide tools on our website to help calculate appropriate nutritional settings, but the correct input and application of these settings are entirely the responsibility of the customer.
- The app may be used in combination with a personal trainer, coach, or other specialist. FitterVitaal is not involved in such arrangements and bears no responsibility for external guidance or advice.

13: Responsibility for Results

- FitterVitaal does not guarantee specific results, as achieving goals depends entirely on the customer's effort and consistency. It is not possible for us to verify to what extent the customer follows the provided guidelines. Additionally, medical conditions, medication use, or health issues may affect or prevent visible physical results.
- Results vary per individual and depend on factors such as body type, lifestyle habits, and the extent to which the customer uses the provided tools. FitterVitaal cannot be held responsible for not achieving results.
- FitterVitaal provides access to a platform only and does not offer personal (medical) advice or guidance. The information and tools within the platform are not a substitute for professional medical advice. In case of health-related questions or concerns, the customer should always consult a doctor or specialist. FitterVitaal is not liable for any medical consequences or conditions.

14: Privacy & Data Protection

- We handle personal data with care and comply with applicable privacy laws and regulations. Our privacy policy and cookie policy can be found on our website: www.fittervitaal.nl, in the footer. Upon request, these can also be provided digitally via email. Each customer is required to review these policies when entering into a membership. FitterVitaal cannot be held responsible for a lack of awareness of these policies on the part of the customer.
- Personal data is used solely for the purpose of delivering and improving our services. Data will not be shared with third parties without consent, unless required by law or regulation. Consent for the use of cookies and personal data is obtained during the first visit to our website via the cookie banner, where customers can grant or refuse such consent.

15: Liability

- FitterVitaal is not liable for any direct or indirect damage resulting from the use of the Vytal app.
- Our service is intended for informational and educational purposes only and does not replace professional medical advice. Customers with medical questions or health concerns are advised to consult a qualified doctor or specialist.
- FitterVitaal is not responsible for any consequences resulting from improper use of the Vytal app or failure to follow recommendations. Use of our service is entirely at the customer's own risk.

16: Complaints & Disputes

- In the event of complaints, we request that the customer first contacts us so that we can attempt to resolve the issue together. FitterVitaal strives for a customer-oriented approach and values the opportunity to resolve problems through mutual consultation.
- If a dispute cannot be resolved through mutual agreement, it may be submitted to an independent dispute resolution body. For legal disputes, Dutch law applies and disputes may be brought before the competent court in the Netherlands.

Additional Terms & Restrictions

1: Termination & Modification of Services

- FitterVitaal reserves the right to modify or discontinue services or features at any time without prior notice. In such cases, we will make reasonable efforts to inform clients in a timely manner of any changes that may affect their use of the service.

2: Indemnification

- The client indemnifies FitterVitaal against all claims, liabilities, costs, and damages arising from or related to the use of our service, including claims from third parties resulting from improper use or misuse of the provided information and tools.

3: Intellectual Property

- All content, materials, and designs provided by FitterVitaal, including but not limited to texts, images, and graphical elements, remain the property of FitterVitaal and may not be used or distributed without prior written consent.

4: Limitation of Liability

- FitterVitaal shall in no event be liable for any damages exceeding the amount of the membership fee paid by the client for the relevant month.

5: Force Majeure

- FitterVitaal shall not be liable for any failure to perform its obligations if such failure is the result of force majeure. Force majeure includes any circumstance beyond the control of FitterVitaal, such as natural disasters, war, pandemics, or disruptions in networks or technologies.

6: Applicable Law & Competent Court

- These terms and the relationship between FitterVitaal and the client are governed exclusively by Dutch law. Any disputes arising from or related to these terms shall be submitted to the competent court in the Netherlands.