

Terms of Use

Thank you for using our Services. Our "**Services**" include our website and everything related to it. Please do read these Terms of Use ("**Terms**") carefully.

By using our Services, you agree to these Terms. If you do not agree to these, do not leave any information behind that may correlate to the definition of "personal data".

1. WHO WE ARE AND WHAT THIS AGREEMENT DOES

We are VFit, a company registered in Belgium. Our address Kruishofstraat 146 Bus 4B, 2610 Wilrijk

These Terms govern your access to and use of our Services. These Terms set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

2. HOW TO CONTACT US

Contacting us. We are here to help. If you wish to contact us for any reason, please email us at vone@vtothefit.com

How we will communicate with you. If we have to contact you, we will do so by email, by SMS, using the contact details you have provided to us.

By signing up to be contacted on our website, you acknowledge that we (or our representative) may contact you to tell you more about our services.

3. HOW YOU MAY USE OUR SERVICES

In return for your agreeing to comply with these Terms you may:

- Fill in the contact form
- Wait to be contacted in the upcoming 24 hours.
- We will have an in depth call on how to reach your fitness goals. By coming to an agreement, you may order coaching services from us, which we provide to you on the terms set out below

You must be at least 18 years old or have parental consent to accept these Terms to use our Services. If you are under 18 and have parental consent, we recommend that your parents participate in your coaching session and that they advise you on your use of our Services.

If you are under 18 years of age and have not obtained your parents' consent to participate in a coaching session with us, we cannot accept you as a client.

Any plans delivered as part of the Services (e.g. meal and workout plans) can be accessed online. Access to any plans expires upon termination of the Services (you are therefore encouraged to save/print any plans at your own convenience).

4. OUR SERVICES ARE NOT MEDICAL ADVICE

Our Services, including all meal and workout plans, are provided for general information and entertainment purposes only. We do not offer health, medical, dietary, nutrition, or professional advice which you or anyone else should rely on. The members of VFit are not doctors, dietitians, or nutritionists and your use of our services does not create a doctor-patient, dietician-patient, or nutritionist-patient relationship between you and any of the members of VFit. We do not and cannot diagnose, treat, cure, or prevent any disease, medical condition, or symptom.

If you have questions regarding medical issues or potential impacts of the program, you should consult with your personal healthcare provider before using our services. You should always speak with your personal healthcare provider before starting any workout plan or making any changes to your diet.

It is outside our scope of practice to prescribe a supplement or a particular dosage to our clients. We do not recommend diets, foods, supplements, workouts, or exercises to prevent, treat, diagnose, or cure any disease, medical condition, or symptom. All meal plans provided through our services are only suggestions and are not a substitute for the advice of a doctor, nutritionist, dietician, or other medical provider. Meal plans do not guarantee any particular health outcome, including weight loss or other standard health markers.

5. USE OF OUR SERVICES IS AT YOUR OWN RISK

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH US, OUR MEAL PLANS, AND OUR WORKOUT PLANS. USE OF OUR SERVICES IS AT YOUR OWN RISK.

If you experience faintness, dizziness, shortness of breath, pain, or any other medical issue while

exercising, stop and seek medical attention immediately. Exercise carries certain risks of injury and you are undertaking all exercises at your own risk.

All allergies, intolerances, injuries, illnesses, and diseases must always be communicated in the intake questionnaire. You must always carefully review the contents of your meal plan for anything that you may be allergic or intolerant to. Restriction on calorie intake may lead to anxiety, eating disorders, depression, fatigue, and other mental and physical health issues. **You should seek help immediately if you experience any such issues.**

Always make sure that you have enough space when performing any activities. Make sure that nothing around you can cause harm or impair movement. If you choose to use any fitness equipment, doing so is at your own risk.

6. ORDERING COACHING SERVICES

You may order our services by signing up through the contact form on our website. We or our sales representative will then contact you to learn more about you and your wishes. If there's a fit between us, you will be sent an email containing the details for your coaching as agreed between us, as well as an invoice to pay. Our acceptance of your order will take place when we email you to accept it and after the invoice is paid. At which point our contract for coaching services will come into existence between you and us.

If we are unable to accept your order, we will inform you of this and will not charge you for the coaching services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, or because we have identified an error in the price or description of the services.

You may at any time change the information in your order until it has been accepted by emailing vone@vtothefit.com

Once an order is accepted, a copy of these Terms will be emailed to you directly together with an order confirmation. Once the order is complete, the Service will be available to you as detailed in your order confirmation.

The Service will continue (and these Terms will stay in force) for the duration of your programme.

7. PAYMENT TERMS

Any Services to be paid for, will be displayed prior to payment and include an overview of each month's payments. All fees, charges, VAT and delivery costs (if applicable) are included in the price (which will be further specified during checkout).

Payment can be all at once (up-front) or in monthly arrears (as specified in the order form).

If you agree to receive our paid-for Services (including our coaching services), you will be sent an invoice through email, whereas our services will start upon payment.

8. UPDATES AND CHANGES TO THE SERVICES

From time to time we may update and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issue.

9. YOU MAY NOT TRANSFER THE SERVICES TO SOMEONE ELSE

We are giving you personally the right to use the Services as set out in these Terms. You may not transfer the Services to someone else, whether for money, for anything else or for free.

10. YOUR PRIVACY

We only use any personal information we collect through your use of our Services in the ways set out in our Privacy Notice [**https://vtothefit.com/privacy-policy.pdf**](https://vtothefit.com/privacy-policy.pdf)

Internet transmissions are never completely private or secure. This means there is a risk that any information you send using our Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Services throughout the world belong to us and our licensors. The rights in the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Services other than the right to use them in accordance with these Terms.

These Terms grant you a personal, non-transferable and non-exclusive right to use our Services. We grant you this right for the sole purpose of receiving the Services as permitted in these Terms.

Our Services are protected by copyright, trademark, and other intellectual property laws. Nothing in these Terms gives you a right to use the VFit name or any of the VFit trademarks, logos, domain names, other distinctive brand features, and other proprietary rights (whether they belong to us or our licensors). All right, title, and interest in and to our Services (excluding content provided by you) are and will remain the exclusive property of us and our licensors.

Any feedback, comments, or suggestions you may provide regarding our Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

We will treat any content you upload via the Services as belonging to us. You must not upload any content unless you have a right to do so and such content complies with the Acceptable Use Restrictions section below.

If anyone else suggests our Services or their use in line with these Terms infringes their IP, we are responsible for investigating and defending that claim.

12. LICENSE RESTRICTIONS

You agree that you will:

- not sub-license or otherwise make available our Services to any person without prior written consent from us;
- not copy the Services, except as part of the normal use of the Services or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Services
- not combine or incorporate the Services in or with any other programs, except as necessary to use the Services on devices as permitted in these Terms;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services, nor attempt to do any such things, unless to the extent as expressly permitted by applicable laws;
- comply with all applicable laws and regulations that apply to the technology used or supported by the Services.

13. ACCEPTABLE USE RESTRICTIONS

You may use our Services only for lawful purposes. You must:

- not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms;
- not act fraudulently or maliciously;
- not access, use, distribute or transmit malicious code, such as viruses, or harmful data, into the any Services or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the any Services;
- not transmit any material that is defamatory, discriminatory, threatening, obscene, sexually explicit, offensive or otherwise objectionable in relation to your use of any Services;
- not use the any Services in a way that could damage, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Limitations to the Services. We have not developed our Services to meet your every need. To the extent we provide any personalized exercise routines or meal plans, you recognize that you carry these out at your own risk. If you have any concerns about these Services and your health, you must consult your GP or healthcare professional.

You use the information provided through the Services at your own risk. Although we make reasonable efforts to update the information provided by the Services, we make no representations, warranties or guarantees, whether express or implied that such information is accurate, complete or up to date. You may receive advice from third parties through the Services however we accept no liability for any advice received from third parties using the Services.

We are not responsible for delays outside our control. If our supply of the coaching services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to discuss your potential rights to end the contract and receive a refund for any services you have paid for but not received.

15. LIMITATIONS OF LIABILITY

For clarification, these Terms do not limit our liability for fraud, fraudulent misrepresentation, death, personal injury or any other liability to the extent that applicable law would prohibit such a limitation.

Limitation on Damages

IN NO EVENT WILL VFIT, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES AND/OR LOST SAVINGS), WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING FROM A BREACH OR ALLEGED BREACH OF THESE TERMS, OR THE USE OF ANY SERVICES PROVIDED HEREUNDER.

Liability Cap

IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ANY BREACH OR ALLEGED BREACH OF THESE TERMS WITH RESPECT TO ANY CLAIMS HEREUNDER EXCEED A MAXIMUM AGGREGATE AMOUNT OF THE AMOUNT PAID BY YOU TO US DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Applicability

THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE THEREOF.

16. WHAT WILL HAPPEN IF YOU DO NOT GIVE REQUIRED INFORMATION TO US

We may need certain information from you so that we can supply our coaching services to you, for example, on your body and wellbeing, including height, weight, body statistics, workouts, mood, meals, nutrition and general wellbeing. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

17. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES

Our Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

18. ENDING THIS AGREEMENT

You may choose to end your agreement with us at the end of your minimum commitment period. To do so, you must provide us with at least 1 months' notice. If you end our agreement in this way, your termination will only be effective from the first day of the following billing period.

If you don't comply with these Terms (including failure to pay). We may end your rights to use the Services at any time by contacting you if we reasonably believe that you have not complied with these Terms in a serious way. This may include if you fail to make a payment. If what you have done can be put right we will give you a reasonable opportunity to do so. If we end your right to use the Services in this way, we may retain payments you have already made to cover our costs and/or compensate us for our losses resulting from your failure to comply.

We may end the contract if it becomes impossible or impractical to provide our Services (or a part of the Services like the app). If we decide to suspend or stop providing any part of our Services in this way, we will let you know if we are going to do this. If you have paid for our Services in advance, you may be entitled to a proportionate refund of the money you have paid in advance and for the time you haven't been able to use our Services because we have ended the contract.

Exercising your right to change your mind. By accepting these terms, you agree that you can access digital content in the form of workouts, training programmes and meal plans before your normal 14-day withdrawal period has expired.

Therefore, you expressly waive your right of withdrawal from the moment you access your digital content. Until you get access, you have the right of withdrawal under the general rules of the Consumer Contracts Regulations.

Notice of withdrawal must be given digitally by email to vone@vtothefit.com and must be received by us before you have accessed the Digital Content. In the subject field, please write "Withdrawal".

Your legal rights. We are under a legal duty to supply services that are in conformity with this contract. Nothing in these Terms will affect your legal rights.

If this agreement comes to an end:

- you must stop all activities authorised by these Terms, including your use of the app and the coaching services;
- you must delete or remove the app from all devices in your possession and immediately destroy all copies of the app which you have and confirm to us that you have done this;
- we may remotely access your devices and remove the app from them and cease providing you with access to the support services.

19. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these Terms to another organisation, for example if

we are acquired by a third party, provided that we remain liable towards you for the performance by the assignee. We may always transfer our rights and obligations under these Terms to another organisation in connection with a business sale. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

20. YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

21. IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22. EVEN IF WE DELAY IN ENFORCING THESE TERMS, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your failure to comply with these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

23. COMPLAINTS

If you want to complain about the Service, feel free to contact us by writing an email to vone@vtothefit.com

Your complaint will be duly processed in accordance with market practices without undue delay.

