

Terms and conditions

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Important: Terms and Conditions

Fit at Home B.V. and its subsidiaries ("Fit at Home") operate this website, fitathome.com (the "Site"), and the services associated with or provided on the Site (hereinafter referred to as the "Services"). Fit at Home's Services may include, but are not limited to, tools, applications, email services, message boards, chat rooms, newsgroups, forums, communities, calendars, and mobile applications related to or made available through the Site.

These Terms and Conditions apply to your use of the Site and Services provided by Fit at Home. Please read this agreement carefully before accessing or using the Site or Services. Each time you access or use the Site or Services, you agree to these Terms and Conditions. If you do not agree with these Terms and Conditions, you may not use the Site or Services.

Additionally, certain sections of the Site or Services may be subject to additional Terms and Conditions, which we will make available for your review. By using such sections or any part thereof, you expressly confirm that you have read and agree to be bound by these additional Terms and Conditions. In the event of a conflict between the additional Terms and Conditions and these general Terms and Conditions, the additional terms shall take precedence.

Compliance with European Regulations

Fit at Home complies with applicable European laws and regulations, including, but not limited to:

- The General Data Protection Regulation (GDPR)
- The Consumer Rights Directive

This means that users have the right to receive clear and understandable information about the services offered, as well as protection of their personal data. If any provision of these Terms and Conditions conflicts with mandatory European law, the legal provisions shall prevail.

Consumer Rights and Dispute Resolution

Fit at Home is committed to transparency in its contractual terms and ensures that consumers within the EU can exercise rights such as the right of withdrawal, where applicable.

In the event of disputes concerning these Terms and Conditions, unless otherwise agreed, the court of the consumer's country of residence shall have jurisdiction, in accordance with EU consumer protection directives.

1. This Site is for Informational Purposes Only and Does Not Provide Medical Advice

The Fit at Home Site and Services provide information about health, fitness, and nutrition, but are intended solely for non-commercial and informational purposes. This information should not be considered a substitute for professional medical advice, diagnosis, or treatment. If you have questions or concerns about your health or any content on the Site or Services, you should always consult a qualified physician or healthcare professional. Do not ignore, delay, or avoid seeking medical advice based on information you have read on the Site or through the Services. Using information provided on the Site or through the Services is entirely at your own risk and for informational purposes only.

Nothing on the Site or available through the Services is intended to, or should be interpreted as, the practice of medicine, diagnostics, or counseling. For the purposes of this agreement, this includes,

but is not limited to, psychiatry, psychology, psychotherapy, pharmacy, nutrition and fitness counseling, or the provision of healthcare treatments, diagnoses, or prognoses.

Developments in medical research may impact the topics discussed on the Site or via the Fit at Home Services. Fit at Home makes no representations or warranties that the information on the Site or through the Services is always up-to-date, complete, or accurate. Any health-related claims are not intended as a guarantee of specific results and should be reviewed by a qualified professional.

Your access to or use of the Site and Services does not create a doctor-patient relationship, a confidential relationship, a privileged relationship, or any other legal relationship that would impose obligations on us. Fit at Home does not recommend or endorse any specific tests, doctors, clinics, procedures, opinions, products, or other information, unless explicitly stated in compliance with European regulations. Fit at Home accepts no liability for damages arising from the use of the Site or Services, unless caused by gross negligence or intent.

2. User Obligations

You agree to comply with all applicable local, national, and international laws and regulations, including the relevant export and economic sanction laws within the European Union, in connection with your use of the Site and Services. You acknowledge and accept that using the internet and accessing the Site is entirely at your own risk.

Fit at Home is committed to securing your personal data and communications in accordance with the requirements of the General Data Protection Regulation (GDPR). While we implement security measures to protect data, we cannot guarantee the complete confidentiality of any communication or material transmitted to/from the Site via the internet.

Fit at Home reserves the right to restrict, suspend, or terminate your use of or access to the Site or Services, but will always do so in a reasonable and transparent manner. If a restriction or termination occurs, Fit at Home will inform the user and explain the reason, unless prohibited by law. Users retain the right to object to such a decision.

3. License Grant

These Terms and Conditions grant you a personal, revocable, limited, non-exclusive, royalty-free, and non-transferable license to use the Fit at Home Site and Services, provided that you continue to comply with these Terms and Conditions.

You may print and download materials and information from the Site for personal use only, provided that all printed copies include any applicable copyright and other legal notices contained in such materials and information.

This license is limited to personal and non-commercial use. Any other use, such as reproduction, distribution, public disclosure, or modification, is prohibited without prior written permission from Fit at Home, unless permitted under quotation rights or other legal exceptions in accordance with European law.

Fit at Home reserves the right to revoke this license if users fail to comply with these Terms and Conditions, but will only do so on reasonable and transparent grounds. In such a case, Fit at Home will notify the user accordingly.

4. Prohibited Activities

Fit at Home grants you limited access to and personal use of this Site. You are not permitted to download (other than temporary page caching) or modify any part of the Site without our express written permission.

Your access does not include:

- The resale or commercial use of this Site or its content.
- The collection and use of product lists, descriptions, or prices.
- Extracting Site content.
- Downloading or copying account information for another merchant.
- Using data mining, robots, or similar data collection and extraction tools.

This Site or any portion of it may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for commercial purposes without our express written permission.

Age Restrictions

The Fit at Home Site and Services are not intended for children under 18 years old. Minors under 18 may not use the Site or Services without the consent of a parent or legal guardian.

Intellectual Property & Confidential Information

You acknowledge and accept that the Site and Services contain proprietary and confidential information, protected by applicable intellectual property and other laws, and that they are the property of Fit at Home or its content providers. Unless otherwise stated in writing, the Services are for personal and non-commercial use only.

Prohibited Activities Related to the Site and/or Services

You agree that you will not:

1. Copy, reverse engineer, reverse assemble, attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained through the Site or Services.
2. Access the Site or Services through any means other than the standard interfaces provided by Fit at Home.
3. Post or transmit material that contains viruses, spyware, or corrupted data.
4. Remove copyright notices, legal disclaimers, or proprietary labels.
5. Violate any applicable local, national, or international laws, rules, or regulations, or use the Site and/or Services for any purpose prohibited by these Terms and Conditions.
6. Manipulate or display the Site and/or Services using framing or similar navigation technology.
7. Register, subscribe, or unsubscribe any party for a Fit at Home product or service without their express consent.

8. Use the Site or Services in a way that could damage, overload, or interfere with Fit at Home's servers or networks, or disrupt other users' experience of the Site and/or Services.
9. Attempt to gain unauthorized access to the Site, Services, accounts, computer systems, or networks connected to Fit at Home through hacking, password mining, or other means.
10. Obtain or attempt to obtain materials or information in ways not intentionally made available through the Site or Services, or collect information about other users without their explicit consent, in accordance with the GDPR.
11. Use the Site in a way that could harm, demean, or negatively affect Fit at Home.

Liability and Guidelines

Fit at Home reserves the right to investigate violations of these Terms and take appropriate action, including restricting or terminating access to the Site or Services.

We cannot guarantee complete protection of personal data, but we take all reasonable measures in accordance with the GDPR to safeguard your information.

Without limitation of the above, copying or reproducing Fit at Home services, programs, products, information, or materials to another server or location for further reproduction or redistribution is strictly prohibited.

5. Message Boards, Chatrooms, and Posting Guidelines

Fit at Home provides message boards, chatrooms, and other public forums on the Site and through the Services. These forums are intended as discussion platforms for users and subscribers of Fit at Home. As these are public forums, any information you post on the Site or through the Services may be viewed by anyone on the internet. Each user has the ability to edit or delete their own posts after publishing.

When posting information on the Site or through the Services, please use good judgment when discussing sensitive topics. Both users and moderators are expected to treat others with respect and honesty. Be truthful and informative. Share valuable and honest information, and avoid spreading rumors or negative opinions that are not based on facts. Unless your message is based on personal experience, you must include references to medical or health-related information in your post.

Prohibited Activities When Posting Content

In addition to the previously mentioned prohibited activities, the following actions are not allowed when posting information or media on the Site or through the Services:

- Posting content that disrupts the operation of the Site or Services, including files that contain malicious code, viruses, corrupted files, or similar software that may damage the functionality of a computer, network, or the Site.
- Posting statements or materials that are defamatory, intimidating, harassing, stalking, threatening, insulting, or that violate the rights of others.
- Posting material that violates contractual, fiduciary obligations, or agreements.
- Posting or uploading personal information, photos, videos, or other media of another person without their explicit consent, in compliance with the GDPR.

- Removing or modifying materials from others.
- Posting statements or materials that are discriminatory, hateful, racist, vulgar, obscene, pornographic, or otherwise offensive.
- Posting content that promotes criminal behavior or violates laws in any jurisdiction.
- Posting content that harms minors in any way.
- Impersonating another person or entity, including employees or representatives of Fit at Home.
- Posting spam, unauthorized advertisements, or promotional material, including links to commercial products or political campaigns.

Moderation and Transparency

Fit at Home reserves the right to moderate content, including removing posts that violate these guidelines. If posts or accounts are removed, Fit at Home will notify the user, unless legally not required to do so. Fit at Home takes reasonable measures to ensure that content is moderated fairly and transparently, while safeguarding user rights.

Copyrights and Submissions

By submitting content, images, videos, audio files, ideas, or other materials (“Submission Materials”) to Fit at Home or posting them on the Site, you grant Fit at Home a non-exclusive license to use this content, but only for purposes that are reasonable and in compliance with the GDPR and other relevant laws.

You guarantee that any individual mentioned or depicted in your submission has given their consent for its use by Fit at Home. Personal data will not be used for commercial purposes without your explicit consent.

By following these guidelines, you contribute to a safe and respectful environment for all users of Fit at Home.

6. Commercial Transactions

Certain products or services may be offered for purchase on the Site or through the Fit at Home Services. If you wish to purchase or subscribe to any of these products or services, Fit at Home or an authorized third party may require you to provide certain information, including:

- Full name
- Address
- Phone number
- Payment details (such as credit card information)

You agree to provide accurate, complete, and up-to-date information, as well as any other required details.

Right of Withdrawal

As a consumer in the EU, you have the right to withdraw from a purchase within 14 days without providing a reason, unless you have explicitly agreed to the immediate delivery of digital content.

If you wish to exercise this right, you may contact Fit at Home at customerservice@fitathome.com to request a refund. Any refunds will be processed within 14 days of receiving your request.

Payment and Recurring Charges

You agree to comply with the terms and conditions of any agreement you enter into regarding the purchase of a product or service.

You are responsible for all charges incurred through your account, as well as for paying any applicable taxes. By providing Fit at Home with your credit card number and payment details, you authorize Fit at Home and/or its third-party payment providers to charge your account directly for all applicable fees related to your order, including:

- Subscription fees
- Service fees
- Other applicable costs

Recurring Payments

If access to a specific service requires a recurring payment, Fit at Home will clearly disclose this requirement in advance. You agree that Fit at Home (or our third-party payment provider) may automatically charge your account at the beginning of each recurring period.

Fit at Home reserves the right to increase rates and fees or introduce new charges, provided that you receive at least 30 days' notice via a notification on the Site or by email.

Payment Terms

You agree to notify Fit at Home immediately of any changes to your billing address or credit card information used for payments.

Your right to access a paid service or product depends on our receipt of payment.

If a payment cannot be processed through your credit card, or if a charge is reversed for any reason (such as a chargeback), Fit at Home reserves the right to suspend or permanently terminate your access and account.

Debt Collection Procedures

You agree that if Fit at Home is unable to collect the fees owed for the products or services specified in your order, Fit at Home may take steps to recover these fees.

You are responsible for all reasonable costs and expenses incurred by Fit at Home in connection with collection efforts, including:

- Debt collection fees
- Interest charges
- Court costs
- Attorney fees

Data Protection

Fit at Home processes your personal data in accordance with the General Data Protection Regulation (GDPR). You have the right to request access to the data we hold about you, as well as the right to correct or delete your data.

For more information on how we protect your data, please refer to our [Privacy Policy](#).

By engaging in a transaction with Fit at Home, you agree to the terms described above and acknowledge that you have been informed of your consumer rights.

7. Third-Party Content

All opinions, advice, statements, services, advertisements, offers, or other information or content made available through the Fit at Home Site or Services by third parties, including information providers, originate from their respective authors or distributors and not from Fit at Home. Such content will be clearly identified as third-party content. Neither Fit at Home, its affiliates, nor any external content providers guarantee the accuracy, completeness, or usefulness of any third-party content.

Fit at Home is not responsible for the accuracy or reliability of opinions, advice, or statements made on the Site or through the Services by anyone other than an authorized representative of Fit at Home acting in their official capacity. Through the Site or Services, you may be exposed to content that violates our policies, is sexually explicit, or is otherwise considered offensive.

Reporting Illegal or Offensive Content

If you encounter illegal, offensive, or otherwise problematic content, you may report it via customerservice@fitathome.com. Fit at Home will investigate reports and, if necessary, take appropriate action in accordance with applicable laws.

Limitations of Liability

Fit at Home is not liable for damages resulting from third-party content, unless Fit at Home was aware of illegal content and failed to remove or restrict access to it within a reasonable timeframe. Access to the Site and Services is at your own risk.

Fit at Home has no obligation to include information not provided by external sources. Fit at Home does not endorse or promote any products or procedures described on the Site or through the Services and is not responsible for misuse of a product or procedure due to typographical errors or inaccurate third-party information.

By using the Site and Services, you agree to these terms and acknowledge that Fit at Home is not responsible for third-party content, unless otherwise required by applicable law.

8. Contests, Competitions, and Games

If Fit at Home organizes a contest, competition, or game on the Site, the applicable rules will be accessible via a hyperlink clearly displayed on the page where the contest, competition, or game is located. By participating, you agree to the rules, terms, and procedures of Fit at Home. Make sure to read the rules carefully before participating.

Important Participation Information

- The rules will specify how winners are selected, the eligibility criteria, and any fees or geographical restrictions.
- Participation is only allowed for individuals aged 18 and older, unless otherwise stated in the specific rules and with parental or legal guardian consent if applicable.
- Prizes will be awarded in accordance with the terms specified in the contest or competition rules.

Privacy and Data Protection

Fit at Home processes participants' personal data in compliance with the General Data Protection Regulation (GDPR). This includes information necessary for participation, communication about the contest, and prize distribution. For more details on how we process your data, please refer to our [Privacy Policy](#).

Complaints and Inquiries

If you have questions or complaints regarding a contest, competition, or game, please contact us at customerservice@fitathome.com. We will carefully review and address your inquiry or complaint.

By participating in Fit at Home's contests, competitions, or games, you agree to these terms and the specific rules that apply.

9. Accounts, Passwords, and Security

If the Site or Services require you to create an account, you must complete the registration process by providing Fit at Home with current, complete, and accurate information, as requested in the registration form. You acknowledge that Fit at Home reserves the right to terminate your access and use of the Site and/or Services if you provide inaccurate, outdated, or incomplete information.

As part of the registration process, you will be required to enter an email address and password and/or choose a username. You are fully responsible for securing and keeping your account and password confidential.

Important Use and Security Guidelines

- You are fully responsible for all activities conducted through your account, whether by you or someone else.
- You agree to notify Fit at Home immediately of any unauthorized use of your account or any other security breach.
- If a security breach occurs that affects your personal data, Fit at Home will inform you as soon as possible, as required by the GDPR.

Liability

Fit at Home is not liable for any losses you may suffer due to unauthorized use of your password and/or account, unless caused by gross negligence or intent by Fit at Home. However, you may be held liable for losses incurred by Fit at Home or another party due to the unauthorized use of your account or password.

Data Protection and User Rights

Fit at Home processes your personal data in compliance with the General Data Protection Regulation (GDPR). You have the right to access, correct, or delete your data. For more details on how we protect and process your data, please refer to our [Privacy Policy](#).

Access for Minors

If you are under 18 years old, parental or legal guardian consent is required to create an account.

By creating an account and using the Services of Fit at Home, you agree to these terms and acknowledge your responsibility for account use.

10. Linking to the Fit at Home Site

We reserve the right to prohibit linking to the Fit at Home Site at any time and at our sole discretion. If we exercise this right, you agree to immediately remove and disable all links to the Site.

Unless you have a written agreement with Fit at Home specifying how you may link to the Site, you must follow these guidelines when adding a link to the Fit at Home Site from your website:

- The link must be a text link that clearly displays the URL of the Fit at Home Site.
- If the link directs to a page other than the homepage, the text link must include the title of the destination page.
- The appearance, position, and other aspects of the link must not damage or harm the reputation and goodwill associated with our name and trademarks.
- The appearance, position, and other aspects of the link must not falsely suggest an association with, sponsorship by, or endorsement by Fit at Home.
- The link must open the Fit at Home Site in full-screen mode and not within a "frame" on the linking website. The link must not trigger interstitial, pop-up, or pop-under windows.
- The link must not appear on any website that a reasonable person would consider offensive, obscene, defamatory, or otherwise malicious.

Responsibility and Reporting Obligations

Fit at Home is not responsible for content on external websites that link to us, unless Fit at Home was aware of illegal content and failed to remove it within a reasonable timeframe.

Users can report links to illegal content or harmful practices via customerservice@fitathome.com. We reserve the right to remove such links if necessary.

11. Disclaimer Regarding Linked External Websites

Some links on the Site and/or Services direct you to third-party external websites ("Linked Websites"). Fit at Home provides these links for convenience, but we do not control or endorse these Linked Websites, and Fit at Home has not reviewed or approved their content.

Fit at Home is not responsible for the legality, accuracy, or appropriateness of the content, advertisements, products, services, or other materials on or available through the Linked Websites.

Risk Warning

Visiting linked external websites may pose risks, such as exposure to harmful content or websites that do not comply with applicable laws, including consumer protection laws. It is your responsibility to exercise caution when following links to external websites.

12. Third-Party Relations

Your participation, correspondence, or business transactions with any third party found on or through our Site and Services, including but not limited to advertisers and other users, regarding payment and delivery of specific goods and services, as well as any other terms, statements, or warranties associated with such transactions, are solely between you and the third party. Fit at Home is not responsible for the content or execution of these transactions, unless we are aware of illegal activities and fail to take action to stop them.

Consumer Rights and Reporting Obligation

If you, as a consumer, encounter a problem with a transaction with a third party, you have protection under EU consumer directives, including the right to return products and access complaints procedures. If you have questions or concerns about third-party transactions, you may contact customerservice@fitathome.com.

Fit at Home provides a reporting mechanism for illegal activities carried out by third parties through the Site or Services. We reserve the right to take appropriate action, including removing harmful or illegal content when necessary.

13. Privacy

The Fit at Home Privacy Policy, which outlines how we collect and use your personally identifiable information, can be found at [\[link to privacy policy\]](#). This policy is incorporated by reference into these Terms and Conditions. By accessing the Site and/or Services, you agree to accept our Privacy Policy.

Data Processing and User Rights

In compliance with the General Data Protection Regulation (GDPR), we inform you that we collect and process your personal data for specific purposes, as described in our Privacy Policy. You have the right to request access to, correct, delete, or restrict the processing of your personal data.

Consent

By using the Site and Services, you explicitly consent to the processing of your personal data, as described in our Privacy Policy.

Notification Obligation in Case of Data Breaches

In the event of a data breach, we will promptly notify you if necessary, in compliance with the GDPR, and take the necessary steps to protect your data.

14. Disclaimer of Warranties

The Site and Services, including any content, tools, products, or services displayed, accessed, or obtained through the Site and Services, are provided "as is", "as available", and without any warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose.

To the extent permitted by law, Fit at Home disclaims all warranties, both express and implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

However, Fit at Home is not liable for any damage or loss resulting from the use of the Site or Services, except in cases of gross negligence or intent. Additionally, Fit at Home is not liable for any damage resulting from the use of products or services that do not comply with European product liability laws.

We do not guarantee that the Site; information, content, materials, products, or services submitted or otherwise made available to you through the Site; the servers; or emails sent from us are free of viruses or other harmful components.

Your use of the Site and Services, and any information or materials provided on or through the Site and Services, is entirely at your own risk.

Medical and Regulatory Disclaimer

Fit at Home makes no representations or warranties regarding the products or services sold or advertised herein, nor regarding compliance with government regulations requiring information about prescription drugs in connection with the content provided on the Site or through the Services.

Fit at Home makes no representations or warranties regarding any treatment, action, or application of medication, pharmaceuticals, or information provided within or through the Site or Services.

Legal Exceptions

Some laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

15. Limitation of Liability

Neither Fit at Home, nor its affiliates, directors, officers, employees, contractors, agents, or sponsors are responsible or liable to you or any other person for loss or injury or any indirect, incidental, consequential, special, exemplary, punitive, or other damages under any contract, negligence, strict liability, or other theory arising from or in any way related to:

1. The use of or inability to use the Site and/or Services.
2. Any content on the Site and/or Services.
3. Statements or conduct posted or made publicly available on the Site and/or Services.
4. Any product or service purchased or obtained through the Site and/or Services.
5. Any action taken in response to or as a result of information available on the Site and/or Services.
6. Any damage caused by loss of access to, deletion of, failure to store, failure to back up, or modification of any content on the Site and/or Services.
7. Any other issue related to the Site and/or Services.

Limitations of Liability

In no event shall the total liability of Fit at Home, its licensors, or its affiliates to you for all damages, losses, and legal claims exceed the amount you paid, if applicable, for the use of the Site and/or Services.

However, this limitation of liability does not apply to damages caused by gross negligence, intent, or loss of consumer information, as determined by applicable EU consumer directives.

Consumer Rights

Some jurisdictions, particularly within the European Union, do not allow the exclusion of liability for certain damages or consequential damages. If EU consumer law applies to you, some exclusions or limitations of liability may not apply to you, and you may have additional rights, such as the right to compensation for defective products or services that do not meet legal standards.

Privacy and Data Protection

The limitation of liability does not apply in cases of damage caused by unlawful processing of personal data, as defined in the General Data Protection Regulation (GDPR).

16. Indemnification

You agree to indemnify, defend, and hold harmless Fit at Home, its licensors, subsidiaries, affiliates, officers, directors, agents, co-brand partners, employees, and representatives from and against all claims, damages, losses, costs, or expenses (including reasonable attorney fees and expenses) arising directly or indirectly from or related to:

1. Your violation of these Terms and Conditions.
2. Any claim that submitted materials infringe upon or otherwise violate the copyrights, trade secrets, trademarks, or other intellectual property rights of a third party.
3. Your access to or use of the Site or Services.

Limitations of Indemnification Under EU Law

This indemnification obligation does not apply in cases where the damage results from a violation of the law or consumer rights under EU consumer law. In cases of damage resulting from the unlawful processing of personal data, as defined under the General Data Protection Regulation (GDPR), liability cannot be excluded.

Liability in Cases of Gross Negligence or Intent

In cases of gross negligence or intentional misconduct, the responsible party cannot be fully released from liability, even under this indemnification agreement.

17. Copyright Policy

The Digital Millennium Copyright Act (DMCA) of 1998 provides legal remedies for copyright owners who believe that online material infringes on their rights under U.S. copyright law. However, for users within the European Union, the Copyright Directive (2001/29/EC) and the Digital Services Act (DSA) also apply, providing additional protection when reporting copyright infringements and procedures for counterclaims.

If you believe in good faith that materials hosted by Fit at Home infringe on your copyright, you or your representative may submit a notice requesting that the material be removed or access to it be disabled. Any copyright notice that does not comply with the DMCA or DSA requirements will not be considered sufficient notice and will not provide actual knowledge to Fit at Home regarding infringing material or activities.

Notice and Counter-Notice Procedure

If you believe that a copyright infringement notice has been wrongfully filed against you, you may submit a counter-notice to Fit at Home. In accordance with the DSA and the Copyright Directive, you will be given the opportunity to defend your case against false claims.

All notices and counter-notices must comply with the legal requirements imposed by the DMCA, DSA, and the Copyright Directive. For details, please refer to the applicable legislation.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the copyright owner.
- Identification of the copyrighted work that you claim has been infringed.
- Identification of the location of the infringing material on the Site or Services, sufficiently detailed for us to locate the material.
- Information sufficient to contact you, such as your address, telephone number, and email address (if available).
- A statement from you, made in good faith, that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement from you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Submission of Notices

Notices and counter-notices must comply with EU law and may be submitted via info@fitathome.com.

18. Jurisdictional Issues

Fit at Home makes no representation or warranty that the content and materials on the Site or Services are appropriate or available for use outside of the Netherlands. Those who choose to access the Site or Services from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, if and to the extent applicable.

Fit at Home reserves the right to, at any time and at its sole discretion, restrict the availability and accessibility of the Site or Services for any person, geographic area, or jurisdiction as it sees fit and to limit the availability of certain services or products.

19. Termination

You agree that Fit at Home, at its sole discretion, may:

- Terminate your password, account (in whole or in part), or use of the Site or Services.
- Remove any content from the Site or Services.

Consumer Rights Under EU Law

If you are a consumer, the termination of your use of the Site or Services will be carried out in compliance with EU consumer law, which grants you certain rights, such as the right to terminate a contract. You have the right to receive notice of termination and, where applicable, to access purchased services.

All actions taken under this section may be effective without prior notice, unless otherwise required by applicable law.

Data Processing Upon Termination

In the event of termination, you will be informed about the processing of your personal data, as outlined in our Privacy Policy. You have the right to request access, correction, or deletion of your data.

20. Governing Law

These Terms and Conditions and the relationship between you and Fit at Home shall be governed by and interpreted in accordance with the laws of the Netherlands, without regard to conflict of law principles.

If you are a consumer within the European Union, applicable consumer rights and protections under EU consumer law remain in effect.

You and Fit at Home irrevocably agree to submit to the personal and exclusive jurisdiction of the courts of the Netherlands. You waive any objections related to jurisdiction, venue, or inconvenient forum in such courts.

21. Waiver and Severability

The failure to exercise or enforce any right or provision of these Terms and Conditions by Fit at Home shall not be considered a waiver of such right or provision.

If any provision of these Terms and Conditions is found to be unlawful, void, or unenforceable by a competent court, that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.

Data Protection and GDPR Compliance

In the event of disputes concerning the processing of personal data, the General Data Protection Regulation (GDPR) shall apply.

22. Successors and Assignments

Fit at Home may perform all its obligations or exercise its rights under these Terms and Conditions through one or more of its affiliated businesses (including any entity that directly or indirectly controls, is controlled by, or is under common control with Fit at Home).

If Fit at Home or its assets are acquired by another entity, that entity will assume our rights and obligations as described in these Terms and Conditions, in compliance with applicable EU consumer law and the protection of your personal data under the GDPR.

Assignment Restrictions

You may not transfer or assign your rights or obligations under these Terms and Conditions, whether by law or otherwise, without prior written consent from Fit at Home, unless you are a consumer in the EU, where the law may grant you the right to transfer certain rights under specific circumstances.

23. Subscriptions, Free Trials, Payments, and Subscription Cancellations

1. Subscription

1. Ongoing Subscription

Your Fit at Home subscription, which may start with a free trial period, continues on a weekly, monthly, quarterly, semi-annual, or annual basis, depending on the subscription option you selected, and will automatically renew at each renewal period unless you cancel your subscription or we terminate it. To use the Fit at Home service, you must have internet access and provide us with a current, valid, and accepted payment method (which may be updated from time to time, the "Payment Method"). We will charge your Payment Method the subscription fee at the start of each renewal period (monthly, quarterly, annually, or as stated in the subscription term). You must cancel your subscription before the end of the renewal period to avoid being charged for the next subscription renewal.

2. Different Subscription Plans

We offer various subscription plans, including promotional offers or subscriptions with different terms and limitations. Any materially different conditions from those described in these Terms and Conditions will be disclosed during sign-up or through other communications made available to you. You can view specific details about your Fit at Home subscription by visiting our website and clicking on the "Your Account" link. Some promotional subscriptions may be offered by third parties in connection with their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, discontinue, or otherwise adjust our offered subscription plans at any time.

2. Free Trial Periods

1. Eligibility for Free Trials

Your Fit at Home subscription may begin with a free trial period. The free trial period may last one week, one month, or as otherwise stated at the time of your sign-up. Restrictions may apply to offers combined with other promotions. Free trials are only available to new

members and/or specific former members. Fit at Home reserves the right, at its sole discretion, to determine your eligibility for a free trial period.

2. Billing After Free Trial

We will begin charging your Payment Method for the subscription fee at the end of the free trial period, unless you cancel before the trial period ends. For subscriptions without a free trial period, you will be charged immediately upon placing your order. To view specific details of your subscription, including the subscription price and the end date of your free trial period, visit our website and click on the "View Payment Details" link on the "Your Account" page. We may authorize your Payment Method through various means, including authorizing a payment equal to the price of the service at the time of registration. In some cases, your available balance or credit limit may be reduced to reflect the authorization during the free trial period.

3. No Notification of Trial Expiration

You will not receive a notification from us that your free trial period has ended or that the paid portion of your subscription has begun. To cancel your subscription, click on the "MY ACCOUNT" link at the top of any Fit at Home webpage (www.fitathome.com) and follow the cancellation instructions. We will continue charging your Payment Method on the agreed-upon basis until you cancel your subscription.

3. Payments

1. Recurring Payments

By starting your Fit at Home subscription and providing or designating a Payment Method, you authorize us to charge your Payment Method at the then-current rate on a recurring basis, based on the selected renewal period. You acknowledge that the amount charged each renewal period may vary due to factors such as:

- Promotional offers (including the redemption of gift cards and promo codes)
- Plan modifications or upgrades

You authorize us to charge your Payment Method for such variable amounts, which may be billed based on the chosen renewal plan.

Price Changes

We reserve the right to adjust subscription prices or service components in any manner and at any time at our sole discretion. Except as expressly stated otherwise in these Terms and Conditions, price changes will take effect after notification via email.

Billing Cycle

Your subscription fee will be charged at the beginning of the paid portion of your subscription and then every 4 weeks or according to the chosen period, unless cancelled. We will automatically charge your Payment Method on the same calendar day corresponding to your subscription start date. If your subscription started on a date not present in a given month, we may charge your Payment Method on a different date, as deemed appropriate. For example, if your Fit at Home subscription started on January 31, your next payment date will likely be February 28, and you will be charged accordingly. Your renewal date may change due to modifications to your subscription.

To view the next renewal date, visit our website and click on "My Account".

2. **No Refunds for Subscriptions**

Payments are non-refundable, and no refunds or credits will be provided for partial subscription periods or for unused content, except as required under:

- The right of withdrawal for countries within the EU
- Corresponding withdrawal rights in countries outside the EU

After cancellation, you will continue to have access to the service until the end of your current billing period. At any time, we may choose to provide a refund, discount, or other compensation to some or all of our members ("credits"). The amount and form of credits and the decision to issue them are at the sole discretion of Fit at Home.

The issuance of a credit in one instance does not entitle you to credits in future instances, nor does it obligate us to issue credits under any circumstance.

3. **Cancellation**

You may cancel your Fit at Home subscription at any time, and you will continue to have access to the Fit at Home service until the end of your current billing period. Payments are non-refundable, and no refunds or credits will be provided for unused content, except as required under:

- The right of withdrawal for countries within the EU
- Corresponding withdrawal rights in countries outside the EU

4. **How to Cancel**

To cancel, go to the "Your Account" page on our website and follow the cancellation instructions. If you signed up for Fit at Home via a third party, and you wish to cancel, including during your free trial, you may need to do so through that third party by:

- Visiting your account with the third party
- Disabling auto-renewal
- Unsubscribing from Fit at Home via the third party

You can also find payment details regarding your Fit at Home subscription by visiting your third-party account.

24. Updates

We may update these Terms and Conditions at any time as deemed appropriate. If you disagree with the changes, you must stop using the Site and Services and cancel your registration. If you continue to use the Site or Services after receiving notice of changes, you accept the modified Terms and Conditions.

Address
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Last updated on: 06-02-2025

