

VinXFitness

Terms of Service

Effective date: July 3, 2026

Contact: vinxfitnesspro@gmail.com

1. Acceptance of terms

By downloading, accessing, or using the VinXFitness mobile application ("App") or related services, you ("Client" or "User") agree to be bound by these Terms of Service ("Terms"). If you do not agree, do not use the App.

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2. Description of service

VinXFitness provides a personal fitness coaching platform including:

- Personalised workout plans assigned by a certified coach
- Customised nutrition and meal plans
- Macro and calorie tracking tools
- Progress logging and measurement tracking
- Direct communication with your assigned coach

The App supports — but does not replace — the coaching relationship. All coaching services are delivered by VinXFitness coaches.

3. Eligibility

You must be at least 16 years of age to use the App. By using the App, you confirm you meet this requirement. Users aged 16–18 must have a parent or guardian review and accept these Terms.

You must provide accurate, current information and maintain the confidentiality of your login credentials.

4. Coaching plans and access

4.1 Plan durations

Coaching plans are available in 1-month, 3-month, 6-month, and 12-month terms, confirmed at onboarding.

4.2 Active access

During your active plan, you have full access to all App features: workout logging, meal tracking, progress tools, and coach messaging.

4.3 Grace period

Upon plan expiry, you retain view-only access for 30 days (the "Grace Period"). During this period you may view historical data but may not log new workouts, check off meals, or message your coach. After the Grace Period, active access is removed.

4.4 Renewal

Plans do not auto-renew. Contact your coach to arrange a new plan. Renewal restores full access immediately upon confirmation.

5. Fees and payment

5.1 Payment method

All fees are collected outside the App via PayPal or Interac e-transfer. No payment information is collected or processed within the App.

5.2 Fee schedule (CAD)

- 1-month plan: \$150
- 3-month plan: \$399
- 6-month plan: \$720
- 12-month plan: \$1,200

Fees are subject to change with notice prior to your next renewal.

5.3 Refund policy

Due to the personalised nature of coaching, fees are generally non-refundable once a plan has commenced and plans have been assigned. Refunds may be granted at VinXFitness's sole discretion in exceptional circumstances. Contact vinxfitnesspro@gmail.com with any concerns.

6. Health and fitness disclaimer

IMPORTANT — PLEASE READ CAREFULLY.

Fitness and nutrition plans provided through VinXFitness are general in nature and are NOT a substitute for professional medical advice, diagnosis, or treatment.

- Consult a qualified physician before beginning any new exercise or diet programme, especially if you have pre-existing medical conditions or injuries.
- Physical exercise carries inherent risks. You assume all such risks.
- If you experience pain, dizziness, or unusual symptoms during exercise, stop immediately and seek medical attention.
- Nutrition targets are estimates, not clinical dietary prescriptions. Consult a registered dietitian for medical nutrition therapy.

To the maximum extent permitted by applicable law, VinXFitness and its coaches shall not be liable for any injury, illness, or adverse outcome arising from your use of the App or participation in a coaching programme.

7. User responsibilities

You agree to:

- Provide accurate information about your health status, fitness level, and goals
- Notify your coach immediately of any injury or change in health status
- Follow your plan responsibly and within your physical limitations
- Use the App only for its intended purpose
- Not share your login credentials with any other person
- Comply with all applicable laws in your jurisdiction

8. Intellectual property

All App content — including workout plans, nutrition plans, food databases, software, design, and graphics — is the intellectual property of VinXFitness or its licensors. You may not reproduce, distribute, or modify any content without written consent.

Your personal data (logs, measurements, progress) remains your property. You grant VinXFitness a limited licence to use this data solely to provide the coaching service.

9. Termination

9.1 By you

You may stop using the App at any time. To request account deletion, email vinxfitnesspro@gmail.com. Deletion does not entitle you to a refund for any unused plan period.

9.2 By VinXFitness

We may suspend or terminate your access at any time, with or without notice, if we believe you have violated these Terms or engaged in harmful conduct. No refund will be issued for termination for cause.

10. Limitation of liability

- VinXFitness shall not be liable for indirect, incidental, special, consequential, or punitive damages
- Our total liability for any claim shall not exceed the fees paid by you in the 3 months prior to the claim
- We make no warranty that the App will be error-free or uninterrupted

11. Privacy

Your use of the App is governed by our Privacy Policy, incorporated into these Terms by reference.

12. Changes to terms

We may modify these Terms at any time. Material changes will be communicated via the App or email. Continued use after the effective date constitutes acceptance.

13. Governing law and disputes

These Terms are governed by the laws of the Province of Ontario, Canada. Disputes shall first be addressed through good-faith negotiation. If unresolved, disputes will be submitted to binding arbitration in Ontario in accordance with applicable rules.

14. Contact

VinXFitness | Email: vinxfitnesspro@gmail.com | Canada