

General Terms and Conditions of the Vity App website - consumer version (§ 13 BGB)- General Terms and Conditions of the Vity App website - consumer version (§ 13 BGB)-

As of 16.03.2025

The following Terms of Use and the License Agreement (hereinafter jointly referred to as the “**Terms**”) govern the use of e-Therapists’s offerings within the Vity App (hereinafter the “**Offering**”), as well as the contractual relationship between the end user of the Vity App (hereinafter referred to as the “**User**”) and us (eTherapists GmbH Invalidenstrasse 117, 10115 Berlin, Germany, registered under HRB 174399 B hereinafter also referred to as “**eTherapists**”).

At the beginning of each section, a short summary is provided outlining the content of the respective section. These summaries are intended solely for informational purposes and do not constitute legally binding or interpretative content.

Notice on Usage Restrictions

The Offering can only be used on a mobile device (iOS or Android) via the mobile application provided by eTherapists GmbH (hereinafter also referred to as the “**Vity App**”). eTherapists hereby notifies that the Vity App is not compatible with all mobile device operating systems. Consequently, the use of the Vity App requires a smartphone that is compatible with the App, equipped with an operating system that supports the App, and has an active internet connection. The App cannot be used on devices running incompatible operating systems. Offline use is not possible.

The current minimum requirements for using the Vity App are as follows:

- Google Android, version 9.0 (Pie) or higher
- Apple iOS, version 15 or higher
- Active internet connection

To provide the service to the User at the contractually guaranteed level of quality, only those versions of operating systems officially supported by Apple and Google are supported by the Vity App . This explicitly excludes smartphones whose operating systems have been modified by the User (in particular, jailbreaking, custom ROMs, or any comparable modifications).

eTherapists GmbH does not support operating system versions or end devices that are no longer officially supported by their respective manufacturers (End-of-Life, “**EOL**”). Furthermore, eTherapists GmbH reserves the right to limit the supported operating system versions at any time in the future in order to maintain the stability, security, and functionality of the Vity app .

Notice on Data Transmission Costs

Using the Offering and the Vity App may incur data transmission costs between the User’s computer or mobile device and the servers of eTherapists GmbH, depending on the User’s internet service provider. These costs are charged directly by the provider. Users are advised to contact their internet service provider for information regarding applicable data transfer charges.

1. Area of Application

This section outlines who may use the Offering and the Vity App and under which circumstances different conditions may apply.

1.1 The digital health-promoting Offering contained in the Vity App may only be used by natural persons whose use of such Offering is not attributable to their commercial or self-employed professional activities

(consumers). The Vity App may only be used by Users (i) of legal age with the requisite mental capacity or (ii) lacking mental capacity only with the prior written consent of their authorized representative.

1.2 Use of the Vity App is excluded for commercial purposes. Any deviation from this provision shall require an express written agreement.

1.3 The provider of the Vity App is:

eTherapists GmbH

Invalidenstrasse 117

10115 Berlin, Germany

Commercial Register No. HRB 174399 B (Charlottenburg Local Court)

VAT ID: 304876459

Managing Director : Carl-Philip Pogoretschnik

Contact information:

Email:support@vity.be

eTherapists GmbH is the contracting party for Users of the Vity App and the Offering. Therefore, eTherapists and may be contacted in case of questions relating to these provisions, The Offering, or the Vity App .

1.4 These terms apply to all eTherapists offers presented on www.vity.be and www.vity.app.

1.5 eTherapists GmbH is not the operator of mobile end devices or of the platforms through which apps are made available and distributed ("**app stores**"). Therefore, these Terms do not govern the relationship between the User and the operators of such app stores or mobile devices. In this respect, separate terms of the respective providers may apply, which the User is advised to review.

2. eTherapists offers

This section explains what eTherapists offers and which services are available.

2.1 The eTherapists services — the scope of which depends on The eTherapists ID acquired and provided by the contracting company — include various features (such as coaching, exercises, recipes, or activity tracking) that allow the User to assess their individual physical and mental health status and enhance their performance. The aim of the Offering is to raise users' awareness of health-related matters and to encourage a more proactive approach to personal health.

2.2 The digital content forming part of The eTherapists services is made available to Users via the Vity App. Digital content includes, for example, videos with exercises, recipe suggestions accompanied by images and cooking instructions, as well as other written or visual recommendations.

2.3 Any food items, training equipment, or other objects used by eTherapists GmbH within The Offering in the context of coaching or action recommendations are not part of The Offering and may need to be purchased separately by the User.

2.4 The Offering include features such as "Loosening up / Releasing tension," "Training," "Challenges," and "Nutrition":

- The "**Loosening up / Releasing tension**" function allows Users to select specific body regions and receive corresponding exercise recommendations (in the form of video-guided physical exercises) aimed at improving well-being. This also includes a collection of yoga coaching sessions.

- In the **“Coach”** section, Users are offered a selection of programs to pursue individually defined health goals (e.g., “Exercise,” “Mindfulness,” and “Nutrition”).
- The **“Activity”** feature enables Users to set personal goals in selected categories (e.g., “steps per day”). In this context, the User may transmit data via Health Connect, the Apple Health app, or other third-party activity tracking providers. If the User opts to use a service from a cooperating third-party provider for tracking purposes (e.g., Google Fit, Apple Health App, or other providers), personal data related to registration and use will be exchanged. More detailed information is provided to the User during initial setup and in the data protection information.
- The **“Nutrition”** section offers Users access to recipes and the option to receive individual recipe suggestions.

2.5 The Vity App enables Users to collect points as a reward for health-conscious behaviors (**“Diamonds”**) in connection with specified or self-selected activities, as defined and permitted within the Vity App (individually or collectively referred to as “activities”). Descriptions of the eligible activities are provided within the App. Users may connect permitted health apps or fitness trackers. Participation in the Diamond Program is free of charge and available to all duly registered Users.

2.6 Users may collect diamonds for activities specified and/or permitted within the Vity App or for those selected and permitted by the User. The applicable conditions and any required proof are outlined in the activity descriptions in the Vity App and are dependent on the respective activity. The selection of activities, the amount of diamonds, applicable conditions, and accepted proof are solely determined by eTherapists and may be modified at its sole discretion.

2.7 Any competitions linked to the activities may be subject to separate terms and conditions, which are listed in the description of the respective activity.

The number of diamonds and their respective monetary value (converted into national currency) is determined by eTherapists at its sole discretion and on a case-by-case basis. eTherapists GmbH may reduce or revoke the number of diamonds and their value at any time.

2.8 Upon successful completion of the activities as specified in the Vity App or selected and approved by the User, and upon full compliance with the applicable conditions and submission of the required proof (as defined in the App), the User will receive the number of diamonds defined by eTherapists, which will be credited to their user account. The number of diamonds collectible per calendar year and their corresponding monetary value are subject to limitations.

2.9 Users may redeem their collected diamonds either as a monetary payout (bank transfer) or as a voucher in The eTherapists Reward Shop located within the App. Cash payouts are excluded. Diamonds may only be paid out to a bank account specified by the User. Users are not entitled to claim payout of diamonds. eTherapists may refuse payment in full or in part at any time at its sole discretion and without giving reasons. Once a payout method is chosen, it cannot be changed to an alternative method.

2.10 eTherapists is entitled to make corrections (e.g., deduction or deletion of diamonds) at any time in the event of errors, including where diamonds were mistakenly credited to a User without proper authorization. This may occur, for example, if a subsequent review reveals that a User provided false information. The right to correction may be exercised at any time and at the sole discretion of eTherapists GmbH, without stating reasons.

2.11 Diamonds are valid for a minimum of twelve (12) months from the date they are credited to the User account and will automatically expire without compensation upon the expiration of this period. eTherapists GmbH may extend or shorten this validity period at any time without providing reasons. If the license (contract) is terminated (by the User, employer, or insurance company) or the user account is deleted, all collected diamonds will expire irrevocably and without compensation. Collected diamonds are neither transferable nor inheritable.

2.12 Depending on the activity, the following forms of proof are available to Users:

- Photo upload
- Connection of a fitness tracker

- Upload of documents

Other forms of proof may also be accepted and, where applicable, will be indicated in the App.

Photos submitted via photo upload are reviewed manually by authorized employees of eTherapists GmbH only. Whether a User has sufficiently proven the completion of an activity in an individual case is determined solely at the discretion of eTherapists GmbH. The decision is final and made without providing reasons. Users must submit the required proof by the end of the activity at the latest. Proof must be submitted using the formats and methods specified within the App. Submission of photos or documents by any other means is not permitted.

2.14. The Vity App includes a coaching tool ("**Coaching Tool**") that enable Users to book one-on-one coaching sessions with qualified coaches. During the booking process, Users must provide accurate personal information and agree to comply with Contractual Partner's policies such as payment policies and cancellation procedures. Users can pay their coaching sessions either during the booking process with a voucher system or directly during the coaching session with a third-party payment provider. Users can access their coaching sessions directly on the Vity App or will be redirected on an external coaching platform depending on what the Contractual Partner's offer. If Users are redirected to third-party platforms, such platforms are governed by their own terms and eTherapists is not responsible for such platforms.

2.13 The Offering is fee-based and may only be accessed following the acquisition of a eTherapists ID. The eTherapists ID serves as a license and forms the basis for registering a user account and activating access to the Offering.

eTherapists IDs may only be acquired by companies, insurers, or health insurance providers (hereinafter referred to as "**Contractual Partners**"). Upon purchase of a eTherapists ID, an agreement is concluded between eTherapists GmbH and the Contractual Partner, stipulating that the license associated with The eTherapists ID is granted for the benefit of the User. The User is entitled to demand access and conditions of use directly from eTherapists GmbH for the duration of the license, although the User is not a party to the contract in this respect

eTherapists ID is valid depending on the selected duration agreed with the Contractual Partner.

Purchase of individual licenses by Users themselves is excluded. Further requirements for the acquisition and use of a eTherapists ID are detailed in Section 5.

2.14 eTherapists may also provide anonymized evaluations regarding the health status of the Vity App User to the Contractual Partner. Evaluations are conducted on the basis of on the eTherapists IDs.

These anonymized evaluations involve the processing of health and personal data into anonymized form. Anonymized data refers to data that has been processed in such a way that the User can no longer be identified, either directly or indirectly, even when additional information is used. Re-identification is permanently excluded. Anonymized data does not constitute personal data within the meaning of the General Data Protection Regulation (GDPR).

2.15 The legal basis for this data processing is the User's prior consent, which is declared to eTherapists during the Vity App registration process. Further information is available in the relevant consent declaration at <https://vity.be/nl/consent>

2.16 The Vity App is made available to Users free of charge for download via the Apple Store and Google Play. The Vity App is a software application that enables access to eTherapists services via mobile devices and facilitates the user-friendly presentation of those services. Installation of the Vity App on a compatible mobile device is a prerequisite for using The eTherapists services.

3. Health Information

The following instructions must be read carefully and observed, as they are particularly important for the User's health. This section sets out what must be taken into account regarding health considerations prior to and during the use of The eTherapists services.

3.1 The eTherapists services do not constitute medical advice or medical examination and are not a substitute for a doctor's visit. The purpose of The eTherapists services is to raise awareness of health-related topics and to motivate Users to adopt a more balanced and health-conscious lifestyle.

3.2 eTherapists strongly advises Users with pre-existing medical conditions and pregnant individuals to consult a physician prior to using The eTherapists services and to discuss their intended use of the services with a healthcare professional.

3.3 If the User experiences discomfort or sudden pain while using The eTherapists services or while performing exercises as part of The eTherapists coaching sessions, eTherapists GmbH advises the User to immediately cease use of the services and to seek medical advice without delay.

3.4 In order to provide individualized coaching, The Offering includes optional health assessments in the areas of "Mobility," "Mindfulness," "Nutrition," and "Activity." The current status of the User in these areas is classified by TELUSHealth Engage health experts.

3.5 Users are advised to clarify any food allergies or intolerances with their physician prior to using The eTherapists services and to pay particular attention to ingredient details when selecting food recommendations provided within the services.

3.6 The Offering does not include curative or therapeutic treatments. Specifically, The Offering does not constitute or replace medical or psychotherapeutic advice or treatment. In cases of impaired (mental) health requiring medical or psychotherapeutic attention, The eTherapists services are not a substitute for treatment but may serve as a useful supplementary measure. In such cases, the User is required to discuss usage of The eTherapists services in advance with their physician or therapist and to follow the medical recommendations given. Additionally, the requirements for registration in the Vity App and use of The eTherapists services as described in Sections 3, 4 et seq. remain applicable.

3.7. The Coaching Tool is subject to policies established by Contractual Partner that User shall accept such policies to access and use the Coaching Tool.

3.8 Important Notice: If the User has thoughts of or concrete plans to end their own life, The eTherapists service is not appropriate or suitable. Should such thoughts arise during the use of The Offering, the User is required to seek immediate help from a physician or psychotherapist, or to contact emergency support services:

- In Flanders: the "Suicide Line" under the 1813
- In the Walloon Region: the "Suicide Prevention Line" under the 0800 32 123
- Emergency numbers such as 112.

4. Registration and Conclusion of Contract

This section explains how to register for the App and how the contract, including these Terms, is concluded.

4.1 In order to use the Offering, the User must first register to create a user account. Each User may register only once and must not make their user account accessible to third parties. Furthermore, the user account is non-transferable.

4.2 Registration is carried out via the Vity App (iOS and Android). Alternatively, Users may log in using credentials from third-party providers such as "Apple" or "Google", or by using their personal email address.

4.3 During the registration process, the User will be prompted to review and accept these Terms and to provide their consent to the applicable data protection provisions. Upon acceptance of these Terms, they become an integral part of the contractual relationship between eTherapists GmbH and the User. Completion of registration constitutes the conclusion of a contract between the User and eTherapists GmbH for the use of The eTherapists services free of charge for the User (hereinafter referred to as the **"User Contract"**).

4.4 The User's declaration of consent to the data protection provisions is a mandatory prerequisite for the conclusion of the User Contract and for the subsequent use of the Vity App, including access to The Offering. If the User does not provide such consent to eTherapists, or later revokes it, the use of the Vity App is no longer permissible for data protection reasons. In this case, eTherapists is entitled to terminate the User Contract with immediate effect and to block the User's access to the Vity App and the Offering.

4.5 A generally good state of physical and mental health is a basic prerequisite for the use of eTherapists services. Users with pre-existing mental or physical conditions should consult their physician or therapist prior to using The eTherapists services. eTherapists is explicitly not a substitute for psychotherapy and is not suitable for the treatment of diagnosed conditions. Users currently undergoing therapeutic treatment must consult their physician or therapist before using eTherapists, who can make an individualized assessment as to whether participation in The eTherapists services via the Vity App is appropriate in the specific case.

5. eTherapists IDs

A eTherapists ID is required in order to use The eTherapists services. This section explains how The eTherapists ID functions and how it is acquired.

5.1 The eTherapists ID is required to register a user account in the Vity App and to activate the Offering for the User. eTherapists ID may be obtained either by a or all users in the app stores of a determined territory. The applicable terms are outlined in Section 2.13. The contractual term begins upon conclusion of the agreement between the Contractual Partner and eTherapists GmbH. The eTherapists ID entitles the User to access the fee-based features available to companies, insurers, and health insurance funds for the duration of the agreed term. If the contractual agreement with a company or insurer/health insurance provider ends and is not renewed, the validity of The eTherapists ID for the respective employees or insured persons also ends.

5.2 eTherapists ID may be obtained from the app stores in a determined territory.

5.2.1 Acquisition by the User's Employer

eTherapists GmbH offers companies (employers) the option to purchase a large number of eTherapists IDs and provide them to their employees free of charge, with the aim of promoting occupational health. It is also possible for employers to be granted access to eTherapists via an insurer or health insurance provider. In such cases, anonymized reporting may be made available to the employer, provided that the User's consent has been obtained in accordance with Section 2.14.

Users who are employees of such a company will receive their eTherapists ID directly from their employer; in some cases, The eTherapists ID may also be issued by an employee of eTherapists GmbH. No ordering or payment process is required on the part of the User, as this is handled by the employer or the participating insurer/health insurance provider. The eTherapists ID is therefore provided to the User free of charge.

5.2.2 Acquisition by the User's Insurer/Health Insurance Provider

eTherapists also offers insurers and health insurance providers the opportunity to purchase a large number of eTherapists IDs and distribute them free of charge to their insured persons or potential policyholders, in order to raise awareness of health-related topics. The insurer may receive anonymized health reports, provided the User's consent has been obtained in accordance with Section 2.15.

Users who are insured with such an insurer or health insurance provider will receive The eTherapists ID directly from the respective organization; in some cases, The eTherapists ID may also be issued by an employee of eTherapists. No ordering process is necessary on the part of the User, as this is arranged by the respective insurer or health insurance provider. The User receives The eTherapists ID free of charge.

6. Right of Withdrawal

This section contains important information regarding the statutory right of withdrawal to which the User is entitled upon concluding a User Contract for the Vity App .

6.1 If the User has concluded a free-of-charge User Contract with eTherapists GmbH by registering for the Vity App in accordance with Section 4.3, the User has a statutory right of withdrawal.

6.2 The following cancellation policy applies to the aforementioned User Contract.

6.3 The withdrawal period begins on the date the User Contract is concluded, irrespective of when The eTherapists ID is made available to the User by the Contractual Partner.

Cancellation Policy

Right of Withdrawal

The User has the right to withdraw from this User Contract within fourteen days without providing any reason.

The withdrawal period is fourteen days from the date of the conclusion of the User Contract.

To exercise the right of withdrawal, the User must notify:

eTherapists GmbH
Invalidenstraße 117
10115 Berlin, Germany
Email: support@vity.be

by means of a clear declaration (e.g., a letter sent by post or an email) of their decision to withdraw from the User Contract. The User may use the sample withdrawal form provided below, although this is not mandatory.

To comply with the withdrawal deadline, it is sufficient for the User to send the notification concerning the exercise of the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If the User withdraws from this User Contract, we shall reimburse all payments received from the User in connection with the User Contract, including delivery costs (with the exception of any additional costs resulting from the User choosing a delivery method other than the least expensive standard delivery offered by eTherapists GmbH), without undue delay and at the latest within fourteen days from the date on which we receive notification of the withdrawal.

Reimbursement shall be made using the same payment method that the User used in the original transaction, unless expressly agreed otherwise. Under no circumstances will the User be charged fees for this reimbursement.

If goods were delivered, the User must return or hand over the goods to eTherapists GmbH without undue delay and in any event no later than fourteen days from the date on which the User notified eTherapists GmbH of the withdrawal. The deadline is met if the goods are sent before the expiry of the fourteen-day period.

++ Sample Withdrawal Form ++

Sample Withdrawal Form

(If you wish to withdraw from the contract, you may complete this form and return it to us.)

- To: eTherapists GmbH, Invalidenstraße 117, 10115 Berlin, Germany,
Email: support@vity.be
 - I/we () *hereby withdraw from the contract concluded by me/us ()* for the purchase of the following goods () / *the provision of the following service ()*
 - Ordered on () / *received on ()*
 - Name of consumer(s):
 - Address of consumer(s):
 - Signature of consumer(s) (only if submitted on paper):
 - Date:
- (*) Delete as appropriate.

6.4 The aforementioned right of withdrawal shall lapse if eTherapists GmbH has commenced performance of the contract after the User has expressly consented to the commencement of performance before the withdrawal period has expired, and has acknowledged that, by providing such consent, they forfeit their right of withdrawal. eTherapists GmbH will provide separate notice of this to the User at the time The eTherapists ID is entered.

7. License and Intellectual Property

This section describes how the Vity App and the eTherapists services may be used, and outlines the rights granted with respect to the Vity App and the Offering.

7.1 License for the Vity App (Software)

7.1.1 Upon acceptance of these Terms and Conditions by the User, eTherapists grants the User a non-exclusive, worldwide right to use the App for private, non-commercial purposes in accordance with these Terms and for access to The Offering.

7.1.2 The User is not entitled to grant sublicenses, to make the Vity App available to third parties, or to distribute or disclose the Vity App.

7.1.3 The User may not edit or decompile the Vity App unless expressly permitted by law. The right to reproduce the Vity App is limited to installing the application on devices that are in the direct possession of the User and only to the extent required to fulfill the purpose of use under these Terms. This includes reproductions necessary for loading, displaying, executing, transferring, or saving the App, as well as the creation of a backup copy. The User is prohibited from reverse engineering or disassembling the App or attempting to access its source code.

7.1.4 The license terms outlined in Section 7.1 also apply to any upgrades or improvements to the App made available by eTherapists GmbH that replace or supplement the Vity App, unless such upgrades or improvements are governed by separate license terms.

7.2 License for the Offering (Software and Other Digital Content)

7.2.1 Upon acceptance of these Terms and Conditions by the User, eTherapists GmbH grants the User a non-exclusive, non-transferable, and worldwide right to use the Offering or digital content for private, non-commercial purposes, within the scope of these Terms. This right is limited in time to the validity of The eTherapists ID. The validity of The eTherapists ID depends on its acquisition as defined herein under Section 5, and begins either when the employer or insurer requests activation of The eTherapists ID, or, at the latest, upon issuance of The eTherapists ID to the employee or insured person.

7.2.3 The User is not entitled to grant sublicenses, make the Offering or digital content available to third parties, or distribute or publicly share the Offering or digital content.

7.2.4 The Offering and digital content may contain copyrighted works from third parties (such as recipes, photographs, or videos). eTherapists GmbH is authorized to make these works available to the User within the scope of The eTherapists services and these Terms. Unless otherwise expressly agreed between the User and the third party, the license provisions of Section 7.2 also apply to such third-party content. All digital content developed, provided, or made available under these Terms (including, but not limited to, text, images, videos, software, databases, designs, graphics, trademarks, logos, and other materials) remains the intellectual property of eTherapists GmbH or the respective rights holder.

7.3 ETherapists and *eTherapists* are registered trademarks.

8. Data Protection

This section sets out the data protection provisions related to the use of the Vity App and the associated eTherapists services.

8.1 eTherapists GmbH collects, processes, and uses the User's personal data in connection with The Offering and the Vity App, as well as for the processing of orders, in particular in accordance with the General Data Protection Regulation (GDPR) and the applicable data protection information. The exact scope and specific details of the handling of personal data are described in the data protection information for use of the Vity App and in the corresponding declaration of consent. These documents are made available to the User prior to completion of the user account registration process and may be accessed at any time via the website at <https://vity.be/nl/privacyverklaring> and <https://vity.be/nl/consent>, as well as in the Vity App under "Settings."

8.2 If the User is asked to provide a nickname during personalization, they should refrain from using their real name. This is necessary to enable the privacy-friendly implementation of The eTherapists Offering.

8.3 If the User does not provide consent to eTherapists or later revokes such consent, the use of the Vity App and eTherapists services will no longer be possible for data protection reasons.

9. Obligations of the User

This section outlines certain obligations that must be observed when using the Vity App and the Offering.

9.1 The User must follow all coaching instructions and guidance within the Offering as specified. This applies in particular to physical exercises and recipe instructions provided under the functions “Coach,” “Activity,” “Loosening / Releasing Tension,” and “Nutrition.”

9.2 If any coaching instructions are unclear, the User must contact eTherapists GmbH before performing such coaching sessions or instructions in order to resolve any ambiguities. This contact is free of charge and can be made via the contact options provided in Section 1.3. Additionally, the “Contact Health Experts” feature may be used for questions related to coaching sessions or advice.

9.3 The User is expressly reminded to observe the health-related guidance outlined in Section 3 of these Terms. Disregarding this guidance may result in injury or adverse health effects, particularly for Users with pre-existing conditions, pregnant individuals, or Users with food intolerances or allergies.

9.4 The User must immediately notify eTherapists GmbH if there is reason to believe that unauthorized third parties have accessed their user account. The same applies if the User becomes aware that the rights of eTherapists GmbH are being infringed by third parties.

9.5 If the rights of eTherapists GmbH are infringed by third parties, or if unauthorized access to a user account has occurred, and the User can assist in defending those rights or clarifying the unauthorized access, the User shall support eTherapists GmbH in doing so. This includes, in particular, the provision of relevant information and documents.

9.6 eTherapists GmbH strongly recommends that Users regularly back up their data stored on their mobile device or computer to minimize the risk of data loss.

9.7 In order to use the Offering and the Vity App, the User must be at least 18 years of age.

9.8 When using the App, the User must not (this list is non-exhaustive):

- Create multiple accounts for the same person;
- Violate applicable laws or accepted standards of decency (e.g., through nicknames, comments, or uploaded photos);
- Infringe on intellectual property rights, copyrights, or other proprietary rights;
- Transmit content containing viruses, Trojan horses, or other programs capable of damaging software;
- Enter, store, or transmit hyperlinks or content they are not authorized to use, particularly if such content breaches confidentiality obligations or applicable law;
- Distribute advertising or unsolicited emails (“spam”), issue misleading warnings about viruses or malfunctions, or promote participation in lotteries, pyramid schemes, chain letters, or similar campaigns;
- Use the App for commercial purposes;
- Manipulate the App’s functions, content, or recorded data (e.g., tampering with step counts or collected diamonds);
- Circumvent, disable, decrypt, or otherwise bypass technical protection measures implemented in the App or its content, or make any unauthorized modifications to the User’s device, such as disabling hardware/software controls (“jailbreaking”).

eTherapists GmbH reserves the right to determine, at its sole discretion, whether the User has breached these obligations.

10. Liability for Defects, Availability, and Warranty

This section describes the quality of the Offering and the Vity App, and outlines your rights if the agreed quality is not met.

10.1 The Offering available via the Vity App generally corresponds to the product descriptions published on the website or in the app stores where the Vity App is available. These product descriptions serve as general information about the features of the Vity App and the Offering and do not constitute guaranteed characteristics.

10.2 eTherapists GmbH does not provide any guarantees unless such guarantees are expressly designated as such in writing.

10.3 eTherapists GmbH shall be liable for product defects in accordance with the applicable statutory provisions.

10.4 In the event of updates, upgrades, or the provision of new versions, defect claims are limited to the newly introduced features in comparison to the prior version.

10.5 eTherapists GmbH does not guarantee that the Offering will result in an improvement of the User's well-being or health status. In particular, no specific outcome or result is owed.

10.6 Some eTherapists offerings — such as health coaching or nutritional guidance — are based on evolving scientific research. eTherapists GmbH makes no warranty that the Offering reflect the most current scientific findings or medical standards.

10.7 The Offering are hosted by a central server provider. eTherapists GmbH endeavors to make the Vity App available to the User with minimal interruptions and to resolve any disruptions as quickly as possible. However, continuous and uninterrupted availability of the Vity App cannot be guaranteed for technical reasons (e.g., required maintenance, security, capacity limitations, or events beyond the control of eTherapists GmbH such as disruptions to public communication networks, power outages, or force majeure events).

11. Liability

This section outlines the extent and scope of liability.

11.1 The limitations of liability set out in this Section 11 shall not apply in cases involving injury to life, body, or health, nor to liability under the product liability dispositions included in the Belgian Civil Code. They also do not apply where eTherapists has fraudulently concealed a defect or has assumed a guarantee for the quality of the item. Furthermore, these limitations shall not apply where damage was caused by gross negligence or willful misconduct on the part of eTherapists or its employees, legal representatives, or vicarious agents.

11.2 Within the scope of the User Contract, eTherapists shall be liable for damages arising from the breach of a material contractual obligation (so-called cardinal duty) due to slight negligence only to the extent of typical, foreseeable damages. A material contractual obligation is one that is essential for the fulfillment of the contractual purpose and upon which the User is entitled to rely.

11.3 eTherapists GmbH shall only be liable for direct or indirect damages resulting from the loss of User data up to the amount that would have been incurred if the data had been properly and regularly backed up.

11.4 Temporary limitations or interruptions in the availability of the Vity App do not entitle the User to compensation, provided such limitations or interruptions remain within reasonable bounds.

11.5 The above provisions on liability also apply to employees, legal representatives, affiliates, and vicarious agents of eTherapists .

11.6 eTherapists is not liable for external links or digital content of third parties, provided that such content has not been adopted as its own. Although the content of external links is initially reviewed by eTherapists it is not subject to continuous monitoring. Upon becoming aware of unlawful content or illegal activities within such external links, eTherapists will promptly remove the corresponding link.

11.7 In all other respects, the liability of eTherapists is excluded.

12. Termination

This section explains how the contractual relationship underlying these Terms may be terminated and what happens to the User's data in the event of termination.

12.1 These Terms and the License Agreement between the User and eTherapists are valid for an indefinite period unless the contractual relationship is terminated by either the User or eTherapists .

12.2 The User may terminate the contractual relationship with eTherapists at any time by giving one month's notice in text form. The notice of termination should include the User's username and Vity ID.

12.3 eTherapists reserves the right to terminate the contractual relationship with the User if the User repeatedly violates the provisions of these Terms and fails to cease such violations after having been requested to do so by eTherapists.

12.4 If the contractual relationship between the Contractual Partner and eTherapists is terminated, eTherapists is also entitled to terminate the User Agreement and to discontinue the provision of The eTherapists services.

12.5 The right to extraordinary termination for good cause remains unaffected.

12.6 Unless data retention is required by law or necessary for the fulfillment of contractual obligations, the User's data will be irreversibly deleted upon request.

12.7 The provisions concerning the statutory right of withdrawal (Section 6) remain unaffected by the provisions on termination.

13. Other Provisions

This section regulates various additional matters relevant to the contractual relationship.

13.1 eTherapists reserves the right to amend these Terms with future effect, provided such changes are necessary to adapt to legal, technical, or economic developments and do not unreasonably disadvantage the User. The User will be informed of any planned amendments at least four (4) weeks in advance by explicit notice in text form, either via email or within the App. The amended Terms will only take effect if the User expressly agrees to them. If the User does not provide express consent to the amended Terms, eTherapists reserves the right to terminate the contract with the User for cause.

13.2 Amendments to these Terms must be made in text form. This also applies to amendments to this clause.

13.3 The applicable law and jurisdiction governing these Terms shall be determined in accordance with statutory provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

13.4 In accordance with applicable law, we are obliged to inform Users who are consumers within the meaning of Section 13 of the German Civil Code (BGB) of the existence of the European Online Dispute Resolution platform (the “ODR Platform”), which allows consumers to settle disputes without going to court. The European Commission is responsible for establishing and operating the ODR Platform. It can be accessed at: <https://ec.europa.eu/odr>. eTherapists wishes to clarify that it is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

13.5 The language of these Terms and of the License Agreement between the User and eTherapists is English. Any translation is for convenience only. In the event that copies of these Terms are translated into other languages, the English version shall prevail in the event of any discrepancies.

13.6 These Terms supersede any previous agreements between the User and eTherapists. Insofar as special terms apply to individual eTherapists offerings or other products provided by eTherapists, such special terms shall take precedence over these Terms.

14. Retrieval and Storage Options

This final section explains where these Terms are permanently available.

eTherapists makes these Terms permanently available for retrieval and storage by the User within the Offering and on its website at <https://www.vity.be/fr/conditionsgenerales> (contract text archive). However, eTherapists recommends that the User save a copy of these Terms to their own data storage device and retain it for personal reference.