

Terms and Conditions of Use and Sale of the “Foodvisor” Application

LAST UPDATED: October 28, 2025

Article 1 – Purpose – Scope of Application – Relationship with Store Terms

1.1 These General Terms and Conditions govern the contractual relationship between FOODVISOR and any User of the “Foodvisor” Application who makes purchases or subscribes to a paid membership through the Application.

These Terms and Conditions also govern the use of the “Foodvisor” Application by the User and navigation on FOODVISOR’s websites.

1.2 These General Terms and Conditions apply to Users residing within the European Union.

1.3 For Users residing outside the European Union, these Terms and Conditions apply subject to any mandatory provisions of local law. They are governed by French law unless otherwise required by public policy rules in the User’s country of residence.

1.4 The use of the “Foodvisor” Application and FOODVISOR’s websites is conditional upon the User’s acceptance of these General Terms and Conditions.

1.5 To better understand your rights and obligations when using the “Foodvisor” Application and FOODVISOR’s websites, you are invited to read these Terms and Conditions carefully. They are available on the Application and the websites, and may also be downloaded and saved for future reference.

1.6 These Terms and Conditions are supplemented by the following documents:

- FOODVISOR’s [Privacy Policy](#) and [Cookie Policy](#);
- The general terms and conditions of the App Store and Google Play.

1.7 The User is informed that, when downloading the Application from a Store operated by Google or Apple, those companies act as intermediaries on behalf of FOODVISOR and handle certain aspects, including subscription management, payment processing, right of withdrawal, and updates.

Downloads made via the Store are subject to the Store's own terms and conditions, which prevail over these Terms in case of conflict.

FOODVISOR remains the seller and provider of the digital content to the User.

Apple and Google are third-party beneficiaries of these Terms and Conditions and may enforce their provisions against the User.

Article 2 – Definitions

When used with a capital letter, the following terms shall have the meanings set out below:

FOODVISOR: FOODVISOR, a simplified joint stock company (SAS) registered with the Paris Trade and Companies Register under number 812 516 847, with its registered office at 40 bis rue Violet, 75015 Paris, France. FOODVISOR is the publisher of the “Foodvisor” Application.

“Foodvisor” Application: The mobile application “Foodvisor”, published by FOODVISOR and available on iOS and Android operating systems.

FOODVISOR Websites: All websites operated by FOODVISOR, including <https://www.foodvisor.io> and <https://blog.foodvisor.io>.

General Terms and Conditions: The present Terms and Conditions of Use and Sale governing the “Foodvisor” Application and FOODVISOR’s websites.

Services: The free and paid services and functionalities offered by FOODVISOR through the “Foodvisor” Application.

Privacy Policy: The Privacy Policy of the “Foodvisor” Application, available at <https://www.foodvisor.io/privacy-policy/>.

User: Any natural person using the “Foodvisor” Application for purposes not related to their trade, business, craft, or profession, or any legal entity acting outside a professional context, who has accepted these Terms and Conditions under their sole responsibility.

Personal Data: Any information relating to an identified or identifiable natural person.

Premium Subscription: A paid subscription allowing the User to access additional and exclusive Services.

Store: The online application distribution platform used by FOODVISOR to market the Application, and by the User to download it — namely, Google Play Store and Apple App Store.

Article 3 – General Presentation of the “Foodvisor” Application

The “Foodvisor” Application enables the User to access nutritional information about their meals and to achieve their personal dietary goals.

The Application also offers original recipes whose nutritional qualities have been approved by certified nutrition professionals.

By subscribing to a Premium Subscription, the User gains access to exclusive Services such as personalized coaching and advice provided by nutrition experts in daily courses.

Details of the Services offered through the “Foodvisor” Application are provided in Article 5.3 below.

Article 4 – Free Version / Premium Version

The use of the “Foodvisor” Application and access to its general features (see Article 5.3) are free of charge and available by simple download from the relevant platforms.

This free access is granted in exchange for the provision by the User of the information necessary to create their account and enable the Services to function, as described in Article 5.2.1.

To access additional Services such as personalized coaching by a nutrition professional (see Article 5.3.2), the User may create a Premium Account.

Article 4.1 – Price of the Premium Subscription

The prices of the Premium Subscription are those displayed in the Application or on the Website, expressed in the local currency as displayed in the App, inclusive of all applicable taxes.

Article 4.2 – Subscription and Payment Terms

4.2.1 The Premium Subscription may be purchased through three payment platforms: App Store, Google Play, or via the Website (Stripe).

The User may subscribe to a Premium Subscription either when creating an account (see Article 5) or later while using the free version, by navigating to one of the following areas within the Application:

- In the “Coach” section
- During the recording of a meal, including:
 - On the meal photo screen

- On the “Quick Add” screen
 - When validating the meal
- During promotional operations, such as those presented on the “Journal” page of the Application

To subscribe to a Premium Subscription, the User must follow the instructions provided within the Application or Website:

- Review the essential characteristics of the Services and choose the desired subscription offer;
- Accept the applicable terms of sale by checking the corresponding box;
- Proceed with payment according to the methods described in Articles 4.2.2 and 4.2.3;
- Confirm the payment by clicking “Pay”.

4.2.2 Purchase via the Store

For iOS Users, payment of the Premium Subscription is made via the User’s iCloud account. For Android Users, payment is made via the User’s Google Play account.

4.2.3 Purchase via the Website

Subscriptions purchased via the Website are paid by credit card only.

Article 4.3 – Availability of the Application

The Premium version of the Application is made available to the User immediately upon purchase.

Article 4.4 – Automatic Renewal

All Premium Subscriptions are automatically renewed after expiration, as described below.

At least one month before the expiry date of their Premium Subscription, the User will be informed in writing, either by the Store or by FOODVISOR, of the possibility not to renew and of the deadline for opting out.

If no response is received from the User before that deadline, the Premium Subscription will automatically renew.

These provisions are applied under applicable local consumer law.

Article 4.5 – Right of Withdrawal

Under applicable local consumer law, the User acting as a consumer generally benefits from a right of withdrawal.

Accordingly, the User may cancel their Subscription without providing a reason within fourteen (14) days from the day after the contract was concluded.

To exercise this right, the User must notify their decision within this period by an unambiguous declaration addressed to:

- The Store through which the Subscription was made (if purchased via the Application);
or
- FOODVISOR (if purchased via the Website).

The User may use the model withdrawal form annexed to these Terms and Conditions.

In case of withdrawal, the User will be reimbursed within a maximum of fourteen (14) days.

Article 4.6 – Termination of Subscription

4.6.1 – Termination for Convenience

In addition to Article 4.3 above, the User may terminate their Premium Subscription at any time through the Store used for purchase.

Deleting the Foodvisor App or the User's account does **not** automatically cancel the Premium Subscription.

Depending on the platform used:

- **Apple:** The User must cancel the Subscription via App Store settings. See Apple Support: <https://support.apple.com/en-us/ht202039>
- **Android:** The User must cancel the Subscription via Google Play Store settings. See Google Support: <https://support.google.com/googleplay/answer/7018481>
- **Website:** The User must cancel via the Account page at <https://www.foodvisor.io/account>

If issues arise, the User may contact Foodvisor support by email or post, as specified in Article 12 of these Terms.

The User is expressly informed that, in the event of early termination of the Subscription before its expiry date (except in cases described in Article 4.7 below), no refund will be issued by FOODVISOR.

4.6.2 – Termination for Non-Conformity

If the Application does not conform to the agreed specifications as defined in Article 7 below, the User may terminate the Subscription on the grounds of non-conformity.

Requests must be addressed to FOODVISOR if the subscription was made via the Website, or directly to the Store.

FOODVISOR or the Store will issue a refund within a maximum of fourteen (14) days.

4.6.3 – “Satisfied or Refunded” Offer

Notwithstanding the above, the User may terminate their Subscription and obtain a full refund if all of the following conditions are met:

- The User has completed all classes of the program up to Level 4 in the “Coach” section of the Application;
- The User has experienced no measurable weight loss since the start of their Premium Subscription.

Requests must be submitted to FOODVISOR in accordance with Article 12 of these Terms and must be made within thirty (30) days of the start date of the Premium Subscription. If the conditions are met, FOODVISOR will issue the refund within fourteen (14) days.

Article 5 – Description of the “Foodvisor” Application

5.1 – Downloading and Installing the “Foodvisor” Application

Anyone wishing to use the “Foodvisor” Application must first download it to their mobile device.

The download is available from the **Apple App Store** (for iOS devices) or **Google Play Store** (for Android devices).

Minimum technical requirements (or any updated specifications shown in the Store at the time of download):

- Minimum iOS version: 16.2
- Minimum Android version: 9.0

5.2 – Profile and Account Creation

5.2.1 – Creating an Account

Use of the Application requires the creation of a personal account.

At first launch (or when creating a profile via the Website), the User is invited to fill out their profile with the following information:

- Identification and demographic data (e.g., name, age, gender, height, weight);

- Lifestyle and physical activity details;
- Eating habits, goals, and motivations;
- Information relating to health or nutritional constraints.

Once these details are submitted, the User must read and accept these Terms and the Privacy Policy regarding Personal Data.

They will also be asked to choose how their Personal Data is used (see Article 9).

The User creates an account to save their answers.

Further optional details may later be requested to refine the profile (e.g., lifestyle, activity level, health information).

Access to the Application and its functionalities requires that all mandatory fields requested by FOODVISOR be completed.

Under-16 Users

Use of the Application is restricted to persons aged sixteen (16) years or older.

If the User indicates an age below 16, registration and access to Services will be denied, and no Personal Data will be collected or processed.

5.2.2 – Password and Security

Each User is responsible for choosing and keeping their password secure.

The account is strictly personal and non-transferable; Users must not share their credentials.

A lost-password reset link is available in the “Forgot Password” section.

The User must use only their own active email and password. Any attempt to access the Application with different passwords may be considered an unauthorized access attempt subject to applicable laws. FOODVISOR may suspend access without compensation in such cases.

5.3 – Conditions of Use

The User agrees to use the Application and Websites lawfully and without compromising their security.

The User must not publish any message or content that is:

- contrary to public order or decency;
- invasive of privacy;
- defamatory, insulting, racist, xenophobic, revisionist, or otherwise harmful to others’ reputation;
- threatening to any person or group;
- pornographic or involving child exploitation;

- inciting crime, violence, terrorism, or hate, or promoting war crimes or crimes against humanity;
- encouraging suicide;
- violating secrecy of correspondence or other applicable laws;
- enabling others to obtain illegal goods or services (including pirated software or intrusion tools).

5.4 – Application Features

5.4.1 – General Features

All Users, whether or not they hold a Premium Subscription, can:

Obtain nutritional information on foods:

- **By barcode scan:** The User may scan a product’s barcode to retrieve nutritional information via their mobile device.
- **Manually:** The User may enter the food type and quantity manually to receive nutritional data.

Set and track goals: Choose objectives such as weight loss, maintenance, muscle gain, or balanced diet, and track progress in the “Statistics” tab by logging weight data.

Add physical activities:

- **Sync with third-party apps** (e.g., Apple Health). Foodvisor will collect only the data explicitly authorized by the User and will not use Apple Health data for marketing or share it with third parties.
- **Enter activities manually** using the Application’s database (“History” page).

Access recipes: A limited selection of nutrition-approved recipes is available free of charge under the “Recipes” tab. Full access requires a Premium Subscription.

5.4.2 – Premium-Only Features

A Premium Subscription grants access to exclusive content including:

- **All recipes** approved by FOODVISOR experts;
- **Daily nutrition courses** providing personalized information on nutrition, psychology, and motivation;
- **Nutrition articles** with meal examples for various goals (weight loss, muscle gain, specific diets, etc.);
- **Personalization tools** such as custom macronutrient ratios and calorie targets per meal or per day;
- **Detailed food information** (macro/micronutrients and benefits);

- **Meal and daily summaries** with personalized advice and suggestions;
- **Optional Sport & Meal Pack** (one-time purchase granting lifetime access to training videos and menu examples). This pack is not included in the Premium Subscription.

Article 6 – Intellectual Property

FOODVISOR grants the User a personal, non-transferable, non-exclusive right to use the Application.

All names, logos, slogans, and trademarks (whether registered or not) displayed in the Application or on the Websites are the exclusive property of FOODVISOR. Any unauthorized use, reproduction, or modification may constitute an infringement under applicable intellectual property laws.

The presentation and content of the Application and Websites constitute a protected work. No partial or full reproduction is permitted without FOODVISOR's prior written authorization.

Users are not allowed to:

- copy, distribute, or commercialize the Application or its content;
- sublicense, rent, sell, or transfer their license;
- modify, reverse engineer, or decompile the Application;
- integrate or interface it with other products without authorization;
- perform intrusion tests without prior written consent.

The database contained in the Application is likewise protected; any extraction or reuse of its content is forbidden.

By uploading food photographs, the User grants FOODVISOR a non-exclusive, worldwide, royalty-free license to use and modify those images for the duration of applicable intellectual property rights. The User acknowledges that food photos intended for nutritional analysis may lack originality and may not qualify for copyright protection.

Article 7 – Warranties

7.1 – General Disclaimer

The User acknowledges that FOODVISOR does not guarantee the accuracy, relevance, or completeness of the data presented in the Application, which is provided “as is.”

The Application provides Users with general and indicative information intended to raise awareness about the composition of their meals and foods consumed. However, it does not guarantee improved health or physical condition.

The Application does not provide medical advice and can in no way replace consultation with a qualified healthcare professional, such as a dietitian or physician.

The content of the Application may not be suitable for individuals with a history of eating disorders.

The User expressly acknowledges that they use the Application at their own risk and under their sole responsibility.

Furthermore, FOODVISOR makes no guarantee that the Application will function without interruption or malfunction, or that it will be free of errors or anomalies that may or may not be corrected, or that it will be compatible with hardware or configurations other than those expressly approved by FOODVISOR.

7.2 – Statutory Warranties

Under applicable local consumer law, Users may benefit from statutory warranties of conformity and against hidden defects. These rights include (in accordance with the principles of EU Directive 2019/770 on digital content and applicable national laws):

- **The right to have digital content brought into conformity free of charge within a reasonable time;**
- **The right to a price reduction or contract termination if the defect persists or is serious;**
- **The right to repair or replacement without undue delay.**

The User may invoke these rights by contacting FOODVISOR by email or post as stated in Article 12.

Article 8 – Updates

8.1 FOODVISOR endeavors to maintain optimal performance and conformity of its Services.

8.2 Updates may be required to maintain or improve functionality and legal compliance.

8.3 Users will be notified of updates via the Store or the Application, and installation may occur automatically or manually depending on device settings.

8.4 Certain updates (especially those needed for security or conformity) are mandatory; failure to install them may suspend or limit access without liability to FOODVISOR.

For non-essential updates that materially reduce functionality, the User may cancel their Subscription free of charge within thirty (30) days, unless FOODVISOR offers to maintain an unchanged, compliant version of the Application.

Article 9 – Personal Data

9.1 To provide the Application and Website, FOODVISOR acts as data controller and processes Personal Data in accordance with applicable data protection laws (including the EU General Data Protection Regulation and any local equivalents).

9.2 Personal Data collected may include identity (name, age), contact details (email, address), and health-related information (height, weight, pathologies, allergies, etc.). Such data are processed for providing and maintaining the Services and for legal compliance purposes.

9.3 Data are stored for the duration of the contractual relationship, then for a maximum of three (3) years after the last User activity.

9.4 FOODVISOR is the sole recipient of Users' data, though certain partners or sub-processors may receive data strictly as needed and subject to contractual safeguards.

9.5 Where data is transferred outside the European Union, FOODVISOR ensures adequate protection through EU standard contractual clauses or other lawful mechanisms.

9.6 FOODVISOR implements appropriate technical and organizational security measures (encryption, secure storage, etc.) to protect Personal Data against unauthorized access or loss.

9.7 Users retain ownership of their Personal Data and may exercise their rights of access, rectification, erasure, restriction, portability, and objection, as well as post-mortem instructions, by contacting FOODVISOR by email or post (see Article 12). A response will be provided within one (1) month unless the request is complex. Users may also lodge complaints with their local data protection authority (e.g., the CNIL in France).

9.8 For further details, please consult our [Privacy Policy](#).

Article 10 – Cookies

The “Foodvisor” Application and FOODVISOR Websites use cookies to offer Users a customized browsing experience and to optimize the platforms according to their interests and preferences.

For complete information on the cookies used by FOODVISOR and to manage preferences, the User may visit the [Cookie Policy](#) page.

Article 11 – Liability

The User agrees to use the “Foodvisor” Application at their own risk. Information provided by FOODVISOR through the Application is for guidance only. The User is free to follow or disregard

such recommendations, and FOODVISOR shall not be held liable if expected results are not achieved.

FOODVISOR cannot be held responsible in cases of **force majeure**, meaning events beyond the parties' reasonable control that render performance impossible (for example: maintenance operations, host or network failures, strikes, or power outages).

FOODVISOR shall not be liable for technical unavailability of the connection or for misconfiguration or obsolescence of the User's device.

The User acknowledges the inherent limitations of the Internet.

Partial or total inability to use the Application or Website due to incompatibility or malfunction of the User's equipment shall not give rise to any compensation or claim against FOODVISOR, except in cases of proven hidden defect or non-conformity as provided in Article 7.

Article 12 – Complaints

Any question, request, or complaint concerning the “Foodvisor” Application or Websites should be sent to:

- **By email:** support@foodvisor.io
- **By post:** Customer Service FOODVISOR, 21 rue du Faubourg Saint-Antoine, 75011 Paris, France

Article 13 – Waiver

The fact that FOODVISOR does not enforce, at a given time, any provision of these Terms shall not be interpreted as a waiver of its right to enforce it later.

Article 14 – Jurisdiction

In case of a dispute relating to the application or interpretation of these Terms, the User may first file a complaint with FOODVISOR pursuant to Article 12 to seek an amicable solution.

If the User is not satisfied with the outcome, they may contact the consumer mediator to which FOODVISOR belongs:

CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice
49 Rue de Ponthieu, 75008 Paris – <https://www.cm2c.net> – cm2c@cm2c.net

The mediator will attempt, independently and impartially, to facilitate an amicable settlement.

To the extent permitted by law, any dispute concerning these Terms, their performance, or their interpretation shall fall under the jurisdiction of the competent courts.

Article 15 – Governing Law

Any issue not expressly addressed in these Terms shall be governed by **French law**, unless mandatory consumer-protection rules of the User’s country of residence provide greater protection, in which case those rules shall prevail.

Article 16 – General Provisions

16.1 FOODVISOR may update these Terms and Conditions at any time. Users will be notified and asked to review and accept the new version.

16.2 If any provision of these Terms is declared invalid by a competent authority, the remaining provisions shall remain in full force and effect.

Article 17 – Referral Program

17.1 FOODVISOR may offer, on a temporary or permanent basis, a referral program (the “**Program**”) allowing a user of the “Foodvisor” App (the “**Referrer**”) to invite a person from their network (the “**Referee**”) to discover the App.

Under the Program, and subject to compliance with the conditions set out in this Article, FOODVISOR may grant the Referrer a reward (the “**Reward**”), in particular in the form of an Amazon gift card. The Referrer and the Referee are hereinafter jointly referred to as the “**Participants**”.

17.2 To enable the Referee to receive the email presenting the referral offer and to be eligible for the Program, the following conditions must **all** be met **cumulatively**:

- the Referrer may send a maximum of 10 referral offers, solely to 10 email addresses. Each sending of a referral offer counts as one attempt, including where multiple sends are made to the same email address. Thus, if the Referrer sends an offer 10 times to the same email address, those 10 sends are counted as 10 attempts and the Referrer will no longer be able to send any referral offers;
- the Referee must not have an existing Foodvisor account; and
- the Referee’s email address must never previously have been used to create or use a Foodvisor account.

Accordingly, if the Referee’s email address has already been used in the App (including by the Referee or by any other person), the Referee will not be able to receive the referral offer email and will not be considered eligible for the Program with respect to that email address.

17.3 The Referrer is eligible for the Reward only if all of the following conditions are met:

- the Referrer claims the Reward within six (6) months from the eligibility date;
- the Referee has started a fourteen (14)-day trial;
- the Referee has completed the trial; and
- at the end of the trial, the Referee has converted to a paid Foodvisor subscription (i.e., has taken out a paid subscription).

If the 14-day trial has not been started, if it is cancelled before its end (for any reason whatsoever), or if the Referee does not take out a paid subscription at the end of the trial, the Referrer will not be entitled to the Reward.

17.4 FOODVISOR reserves the right:

- to verify the eligibility of the Participants for the Program;
- to refuse or cancel the granting of a Reward, in whole or in part, in the event of fraud, attempted fraud, abuse, or non-compliance with these terms; and
- to amend, suspend, or terminate the Program at any time, in accordance with applicable laws and regulations.

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract.)

To:

FOODVISOR

21 rue du Faubourg Saint-Antoine

75011 Paris – France

I/we (*) hereby notify my/our (*) withdrawal from the contract concerning the Premium Subscription for the Foodvisor Application described below:

- **Ordered on (*) / Received on (*) :**
- **Name of consumer(s):**
- **Address of consumer(s):**
- **Mail address of consumer(s) account :**
- **User ID :** (can be found at the bottom of the settings page)
- **Signature of consumer(s):** (only if sent on paper)
- **Date:**

(*) Delete as appropriate.