

ZAVO GENERAL TERMS OF SALE

This English version is a courtesy translation. If the versions differ, the French version prevails (article 5.4). [Read the French version](#)

Version 1.0. In force from 5 October 2026.

Article 1. Who sells, and to whom

1.1 The seller

The ZAVO service is sold by:

- **Baptiste Tarlet EI**, sole proprietor (micro-enterprise created on 1 July 2026)
- Trade name: **ZAVO**
- SIREN: **105 566 913**, registered with the French National Register of Businesses (RNE)
- APE code: 62.01Z
- Address: **10 avenue George V, 06000 Nice, France**
- Telephone: **07 61 76 25 70**
- Email: contact@zavo.fit
- VAT not applicable, Article 293 B of the French General Tax Code
- Publication director: Baptiste Tarlet
- ZAVO word mark filed with the INPI under number 5283967 (class 41)

The website is available at <https://zavo.fit>. It is hosted by **Vercel Inc., 340 S Lemon Ave n° 4133, Walnut, CA 91789, United States**. The database is hosted in the European Union.

1.2 Who these terms apply to

These general terms of sale (the "Terms of Sale") apply to you if you subscribe, as a **consumer** (a natural person acting for purposes that are not part of their professional activity), to the paid **ZAVO Pro** subscription from the zavo.fit website.

They do not apply to free use of the service, which remains governed solely by the general terms of use.

If you subscribe for the purposes of your professional activity (a coach equipping themselves, for example), these terms also apply, except for the provisions that the law reserves for consumers.

1.3 How these documents fit together

Three documents govern your relationship with ZAVO:

- the **general terms of use** (the "Terms of Use"), which govern your account and your use of the service, free or paid;
- these **general terms of sale** (the "Terms of Sale"), which govern only the Pro subscription: what you buy, at what price, how you pay, how you stop;
- the **privacy policy**, which governs the processing of your personal data.

In the event of a conflict on a sales point (price, usage caps, payment, duration, cancellation, withdrawal, guarantees), **the Terms of Sale prevail**. On everything else, the Terms of Use apply. These three documents exist in French, English and Spanish: **if the versions differ, the French version prevails**.

Article 2. What ZAVO is, and what it is not

2.1 The nature of the service

ZAVO is a **digital sports coaching service fully automated by artificial intelligence**. In practice, based on your profile and your answers to the physical activity readiness questionnaire (PAR-Q), the service generates and adapts an individualised training program, tracks your sessions, gives you nutrition guidance in the form of target macronutrients, and provides you with a conversational coach that answers your questions by citing scientific studies with their reference (DOI).

No human being is involved in the coaching. Programs, load adjustments, nutritional targets and the coach's answers are produced by artificial intelligence models, framed by programmed guardrails.

2.2 What ZAVO is not

ZAVO is an **educational sports tool**. It is not a medical device. It makes no diagnosis, prescribes no treatment, manages no pathology and does no rehabilitation. **It does not replace the advice of a doctor, a physiotherapist or any other health professional.**

If you report a medical condition, persistent pain or a pathology, the service directs you to a health professional and goes no further. This is a deliberate limit, not a flaw in the service.

2.3 What an AI can get wrong, and what you should expect from it

Content generated by artificial intelligence is **educational information, not prescriptions**. An AI can make mistakes, lack nuance or misread a situation, despite the guardrails in place. You keep your critical thinking, you listen to your body, and you can report any doubtful answer to contact@zavo.fit.

The guardrails in place today are of two kinds, and you need to know which is which.

Four are enforced by the software itself, independently of the AI:

- **minimum age of 16** to create an account;
- **under 18, the calorie deficit phase is disabled**, and replaced by a referral to a health professional;
- **mandatory PAR-Q questionnaire** before your first program is generated, which calibrates intensity;
- **the calorie deficit setting in your Settings cannot go below -25%** of your estimated daily energy expenditure.

Two rely on the coach's artificial intelligence, which must recognise the situation in the conversation. They may therefore fail to trigger:

- **referral to 3114** (the national suicide prevention number, free, 24 hours a day, in France) in the event of a distress signal, with the local equivalent in the other countries covered;
- **refusal to validate, in the conversation, a calorie deficit greater than 25%** without recommending a consultation with a health professional.

These guardrails are part of the service as designed. None replaces your own vigilance or the advice of a health professional.

What "science-based" means, and what it does not mean. ZAVO draws on scientific publications and always gives you their reference, so that you can open them yourself. The state of research is constantly evolving and studies sometimes contradict one another. ZAVO therefore does not guarantee that every piece of content reflects the latest state of science, or that a cited study applies exactly to your case, your age, your sex or your level. What ZAVO does to get close to that: the coach's citations can only point to publications actually found by its search tools, and those it cannot tie to a publication found are removed automatically; each source links to the original

publication; the coach is instructed to tell you when the research does not settle the question. An AI can still summarise a study badly: the reference is there so that you can check.

ZAVO also does not guarantee you any sporting or physical result: it depends on factors outside its control, starting with you.

2.4 Automated decisions

Programs, loads and nutritional targets are calculated without human intervention. **They are proposals: you are free to follow them, ignore them, discuss them with the coach or have them regenerated.** You can at any time request human intervention, express your point of view or contest a result by writing to contact@zavo.fit. The details are set out in the privacy policy.

2.5 What you need to use the service (compatibility and interoperability)

- ZAVO is a **progressive web app (PWA)**. It runs in a recent browser: Safari on iOS, Chrome, Firefox, Edge. You can install it on your phone's home screen, without going through an app store.
- **An internet connection is required.** The service does not work offline, except for a fallback page.
- No particular equipment is required: the program adapts to the equipment you declare, including none.
- **Your data belongs to you:** you can request at any time a copy of your data in a machine-readable format, in accordance with the right to data portability under Article 20 of the GDPR.
- ZAVO is currently **sold only on zavo.fit**. If the subscription were ever sold through Apple's App Store or Google Play, the terms of the store concerned would apply in addition to these terms for those purchases, in particular as regards payment, refunds and cancellation, and would prevail over these Terms of Sale strictly to the extent that they so require.

2.6 Three points the law requires

- **Service level:** no minimum level of service quality (availability rate, response time) is guaranteed. The legal guarantee of conformity in Article 11 does, however, apply in full.
- **Security incidents:** in the event of a security incident, threat or vulnerability, ZAVO may suspend all or part of the service, reset access or passwords and deploy fixes

without notice. You are informed as soon as possible.

- **Accessibility:** ZAVO does not yet offer any feature designed specifically for people with disabilities. This information is updated with each new version of these terms (Article 18.4). On request to contact@zavo.fit, these terms are provided to you in an accessible format.
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Article 3. The offers

3.1 The free plan, permanent

The free plan stays free, with no time limit and no bank card. It includes: **one program generated once**, running sessions with a timer, recording your loads, your history, your statistics and your tonnage, your week's line and the consistency score, the scientific verdict cards, the glossary, the exercise library, your nutrition guidance, and **3 messages to the coach, given after your first session**.

3.2 The 14-day free trial

The Pro subscription starts with a **14-day free trial**. You register your payment method at the start, **nothing is charged during the trial**, and the subscription starts automatically at €12.99 per month at the end of the trial, **unless you cancel or withdraw before then**. The details are in Article 7.

3.3 The Pro subscription, €12.99 per month

The Pro subscription adds to the free plan the features that rely on artificial intelligence:

- the **conversational coach**, which cites its sources;
- the **creation of new programs**;
- the **modification of an exercise** in your program by the coach, without redoing everything;
- the **recalibration of your loads** based on what you actually lifted;
- the coach's **scientific web search**;
- if you turn it on in your Settings, the **search for studies conducted on women**, in addition to the rest, with each new program.

These features are used within the caps set out in Article 3.5.

Price: **€12.99 per month**, with no minimum commitment period.

3.4 The founder price, €6.99 per month

People who took part in the ZAVO beta and **completed at least one session before 4 October 2026 at 11:59 pm (Paris time)** get the founder price of **€6.99 per month** on the Pro subscription.

To get it, you must subscribe to the Pro subscription **no later than 31 December 2026 at 11:59 pm (Paris time)**. After that date, the public price applies, even if you are on the list.

This price is **kept for as long as your subscription remains active without interruption**. If you cancel and then subscribe again, you go back to the public price in force. The list of beneficiaries is fixed at the end of the beta and retained.

The founder price is a guaranteed price: as long as your subscription remains active without interruption, it does not change. ZAVO's right to change the price of the Pro subscription (Article 6.5) does not apply to the founder price.

3.5 Usage caps

Each use of the artificial intelligence features has a cost. They are therefore capped, including for subscribers, so that the service stays fast and affordable. The caps in force on the date these terms are published are:

	Free	Trial (over the 14 days)	Pro
Messages to the coach	3 in total, given after your first session	25 in total , up to 30 per day	150 per month , up to 30 per day
New programs	1 in total	2 in total , up to 3 per day	4 per month , up to 3 per day
Exercise modifications by the coach	Not included	3 in total	3 per month
Recalibrations of your loads	Not included	8 in total	8 per month
Messages with web search	Not included	10 per day	10 per day

Daily caps reset to zero every day at midnight (Universal Time). Monthly caps reset to zero on each monthly anniversary date of your first charge (Article 6.2); during the trial, they apply to the 14 days of the trial.

These caps cover the usage of the vast majority of subscribers. **They are among the essential characteristics of what you are buying.** They can only be changed under the conditions of Articles 10.2 and 10.3: **a reduction applies to your current subscription**

only with your express agreement. If what the app displays differs from these terms, the cap that is more favourable to you applies.

3.6 No annual plan

No annual subscription is offered to date. If an annual plan is created, it will be subject to its own terms and will not change your current monthly subscription.

Article 4. Who can subscribe

To subscribe to the Pro subscription, you must be **aged 18 or over**, hold a valid ZAVO account, have a payment method in your name and provide accurate information. One account corresponds to one person.

A free account remains open from age 16, under the conditions of the Terms of Use.

If a subscription has nevertheless been taken out by a person under 18, ZAVO ends it as soon as it becomes aware of it and **refunds them all sums paid**.

Article 5. How the contract is concluded

5.1 The steps

1. You are logged in to your ZAVO account and you choose the Pro subscription, which starts with a 14-day free trial.
2. An **order screen** tells you, before any confirmation: what the subscription includes, **€0 today**, the **date Pro opens**, the **date of the reminder and the exact date of the first charge**, the monthly price that will then apply (€12.99, or €6.99 at the founder price), the billing frequency, **the accepted payment method (bank card)**, the terms of cancellation, your right of withdrawal and **where to find the feature to exercise it** (Article 12.5).
3. You **accept these Terms of Sale** by ticking a dedicated box, which is not pre-ticked.
4. If you wish, you tick a **second box, optional and not pre-ticked**, to ask for Pro to open today, before the end of your withdrawal period (Article 12.3).

5. You click **“Order with an obligation to pay”**: this click places your order and **concludes the contract**, even though nothing is charged until the end of the trial. You are then directed to the secure payment page of Stripe, our payment provider, to register your card; Stripe has you confirm your acceptance of these terms again. If you do not complete the process, your order is cancelled automatically, at no cost and with no subscription.
6. You receive a **confirmation email** (Article 5.2).

Before confirming, you can review the summary, change the boxes and go back; on the Stripe page, you can correct your card before confirming it.

5.2 The confirmation

Within a reasonable time after the contract is concluded, and at the latest before performance begins, ZAVO sends you by email a **confirmation of the contract on a durable medium**, restating all the pre-contractual information and **accompanied by the full text of these terms in PDF and the model withdrawal form** set out in Annex 1. It states the date Pro opens, the date your trial ends, and the date and amount of the first charge. Keep this email: it is your reference for the whole duration of your subscription.

5.3 Archiving

ZAVO keeps the written record of your contract (your identity, the dates, the price, the boxes ticked, the acknowledgements of receipt) **until the end of your subscription, then for ten years if you have paid €120 or more under this contract, five years otherwise**, and gives you access to it at any time on simple request to contact@zavo.fit. This retention survives the deletion of your account: it is a legal obligation for contracts of €120 or more and, for the others, the retention of evidence during the limitation period; it is limited to the written record of the contract, whereas your training data is deleted with the account. The privacy policy sets this out.

5.4 Language

The contract is concluded in French, English or Spanish depending on the language you have chosen. **If the versions differ, the French version prevails.**

Article 6. Price and payment

6.1 The price

The Pro subscription is billed at **€12.99 per month**, or **€6.99 per month** if you have the founder price.

VAT not applicable, Article 293 B of the French General Tax Code. The price excluding tax is therefore equal to the price including all taxes: **€12.99 is what you pay, there is nothing to add**, apart from any fees your bank may charge if your card is not in euros. No administration, activation or cancellation fee is charged.

6.2 Payment

Payment is made by **bank card**, by automatic monthly charge, via our payment provider **Stripe**. ZAVO never stores your card number: it is processed directly by Stripe, under the security conditions applicable to its business.

No charge during the trial. The first charge takes place **on the day after the last day of the trial**, unless you have cancelled or withdrawn before then (Articles 7 and 12). If you have not asked for Pro to open right away (Article 12.3), the trial only begins 14 days after your order, on the date shown on the order screen, and the first charge is postponed by the same amount. In all cases, your first paid monthly period starts on the day of the first charge.

Subsequent charges take place **on the monthly anniversary date** of this first charge. If the date does not exist in the month concerned (for example a 31st), the charge takes place on the last day of the month.

6.3 If a payment fails

If a charge fails (expired card, spending limit reached, card blocked), whether it is the first one at the end of the trial or any of the following ones:

1. the paid features are **suspended immediately**. Your account, your data and your free access remain intact;
2. you are **notified by email**, with the link to update your card and **the date on which your subscription will end if no payment succeeds**;
3. the payment is **retried for seven days**. If it succeeds, Pro reopens immediately and your monthly period continues on its usual date;
4. if no payment succeeds within those seven days, **the subscription ends on that date, without any further formality**. If it was the first charge, the paid subscription

simply never started and you are back on the free plan.

In that case, nothing is claimed from you for the suspension period or afterwards: **no penalty, no rejected-payment fee, no compensation**. Only the periods actually provided before the suspension remain due, where applicable. A founder then loses their price (Article 6.6).

6.4 Invoicing

An invoice or a receipt is made available to you for each payment due, in your name. You can find them in your Settings, in the Subscription section, via "My card and invoices". After your subscription has ended, you can get them on simple request to contact@zavo.fit.

6.5 If the price changes

ZAVO may change the price of the subscription. In that case:

- you are informed **by email at least 30 days before** the new price takes effect;
- the new price applies **only from the following monthly period**, never retroactively, and never to a period already paid;
- you may **cancel free of charge** before the effective date, in which case the new price will never be charged to you;
- if you do not cancel, the new price applies from the announced date.

This right does not apply to the founder price in Article 3.4, which remains guaranteed for as long as your subscription remains active without interruption.

6.6 The founder price

You lose the founder price if your subscription is interrupted, whatever the cause: cancellation by you, withdrawal, cancellation by ZAVO, or cancellation by operation of law after an unremedied payment default. A new subscription is then taken at the public price in force. The founder price is neither assignable nor transferable to another account.

Article 7. The 14-day free trial

1. The trial lasts **14 calendar days** from its start: **the day of your order** if you asked for Pro to open right away (Article 12.3), **otherwise 14 days after your order, on the date shown on the order screen**. It is part of the subscription: the contract is concluded on the day you confirm your order (Article 5), and the trial is its first period, at €0.
 2. **You register your payment method at the start, but nothing is charged during the trial**. Stripe may only run a card validity check, with no debit: depending on your bank, a temporary authorisation for a small amount may appear; it is cancelled immediately, even though your bank may take a few days to remove it from your statement.
 3. During the trial, you have access to all the features of the Pro subscription, **within the caps specific to the trial** in Article 3.5: in particular **25 messages to the coach and 2 new programs** over the 14 days.
 4. **At the end of the trial, the subscription starts automatically**: the first charge of €12.99 (or €6.99 at the founder price) takes place on the day after the last day of the trial, then every month (Article 6.2). The exact date is shown to you before you confirm your order, in the confirmation email, and at any time in your Settings.
 5. **You are warned before the switch**: ZAVO sends you a reminder email **at least 3 days before** the end of the trial, stating the date and amount of the first charge and the link to cancel.
 6. **You can stop at any time during the trial, in a few clicks, from Settings** (Article 9.2), without giving a reason and at no cost. If you cancel before the end of the trial, **no charge ever takes place**: depending on your choice (Article 9.3), Pro closes immediately or stays open until the last day of the trial, then you are back on the free plan.
 7. **One trial per person**. ZAVO may refuse a second trial if it appears to come from the same person, in particular through several accounts or several payment methods.
 8. Your right of withdrawal (Article 12) starts to run from the confirmation of your order. **Cancelling** during the trial leaves you Pro until the last day of the trial, or closes it immediately if you ask; **withdrawing** ends the contract immediately. In both cases, you pay nothing (Article 12.2).
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Article 8. Your obligations

By subscribing, you undertake to provide accurate information (in particular your age and your PAR-Q answers, which calibrate your safety guardrails), to keep your account to yourself, and to comply with the usage caps in Article 3.5.

Prohibited behaviours (systematic extraction of content, circumvention of limits or health guardrails, resale, identity theft) are defined in the Terms of Use and are not repeated here so as not to duplicate them. Breaching them may lead to cancellation under the conditions of Article 9.5.

Article 9. Duration, cancellation

9.1 The duration

The Pro subscription is concluded for an **indefinite period**, with no minimum commitment, and billed in **monthly periods payable in advance**.

9.2 You can cancel at any time, online, without giving a reason

You can cancel **at any time, without having to justify yourself and at no cost**, from your personal area: **Settings, then Subscription, then “Cancel my subscription”**. The process takes a few clicks, it is free, it is accessible at all times, and no retention step is imposed on you.

After your request, a **summary screen** tells you which contract you are cancelling and what will happen, then you confirm with the button **“Notify cancellation”**. You then receive an **acknowledgement of receipt by email**, on a durable medium, stating **the effective date** of your cancellation.

Cancel or withdraw?

- **You just ordered and changed your mind?** Within 14 days of the order, you can withdraw (article 12): you pay nothing, and if you have already been charged, you are refunded in full.
- **Want to stop later?** You can cancel any time: the subscription stops going forward.

9.3 When the cancellation takes effect

When you cancel, **you choose the effective date on the summary screen** (nothing is ticked in advance):

- **immediately:** Pro closes as soon as you confirm. If you have already paid for the current period, ZAVO **refunds you pro rata** for the unused days, within 14 days, by the same payment method as the one used for your subscription;
- **at the end of your current period** (or of your trial): you keep Pro until then, **no further charge** is made, and nothing is refunded since you enjoy the whole period you have paid for.

During the free trial, both options also exist, and in both cases nothing is ever charged.

The acknowledgement email states **the effective date** of your cancellation and what changes for you.

9.4 Cancelling is not deleting your account

Cancelling your subscription deletes neither your account, nor your history, nor your data. You simply go back to the free plan in Article 3.1. If you want to delete your account and your data, that is a separate step, available in Settings, then Account, and it is immediate and final, except for the written record of the contract, which is kept under the conditions of Article 5.3. Remember to request a copy of your content (Article 9.6) beforehand: once the account is deleted, there is nothing left to recover.

Deleting your account ends your subscription the same day, like a cancellation with immediate effect: charges stop, and if you have already paid for the current period, the unused days are refunded to you pro rata within 14 days, by the same payment method. The app reminds you of this before you confirm the deletion.

9.5 When ZAVO may cancel

ZAVO may cancel your subscription:

- in the event of a **serious breach** of the Terms of Use or of these Terms of Sale (systematic extraction of content, circumvention of health guardrails, account sharing, identity theft, payment fraud), **after notifying you of the reason by email and giving you 15 days to remedy it**, except where seriousness or urgency requires immediate suspension;
- in the event of an **unremedied payment default**, under the conditions of Article 6.3;
- if you **refuse a reduction of a cap**, under the conditions of Article 10.3: 30 days' notice and pro rata refund of the paid and unused period;

- in the event of **permanent discontinuation of the service**, subject to **30 days' notice** given by email, with **pro rata refund** of the paid and unused period, and your data being made available for at least 30 days after the discontinuation.

In the event of cancellation for breach, the sums corresponding to the current period are retained by ZAVO, **unless the breach is disputed and not established**.

9.6 What you get back when it ends

Whatever the cause of the end of your subscription (your cancellation, ZAVO's cancellation, your withdrawal, or termination of the contract for lack of conformity), you can recover **free of charge, within a reasonable time and in a commonly used, machine-readable format**, the content you provided or created by using ZAVO: your profile, your session history, your loads, your notes and your programs. You only need to ask at contact@zavo.fit. Your personal data, for its part, falls under the right to data portability under Article 20 of the GDPR, described in the privacy policy.

Article 10. Changes to the service and to the Terms of Sale

10.1 Necessary updates

ZAVO provides you with the updates necessary to keep the service in conformity, and informs you of their availability, for the duration of your subscription.

10.2 Other changes to the service

ZAVO may change the service's features beyond what is necessary for its conformity, for a **valid reason**: technical or security change, change of artificial intelligence or hosting provider, change in the state of sports science, new legal or regulatory obligation, or control of operating costs making it possible to maintain the price.

In that case:

1. you are informed **in advance, clearly and on a durable medium** (email), stating the effective date;
2. the change entails **no additional cost** for you;
3. if the change has a **negative impact** on your access to the service or its use, you may **cancel free of charge within 30 days** following the later of these two dates:

receipt of the notice, or the effective date of the change. You are then **refunded pro rata** for the paid and unused period.

10.3 Changes to the usage caps

The caps in Article 3.5 may be raised at any time, following the procedure in Article 10.2.

A reduction of a cap applies to your current subscription only with your express agreement. Without that agreement, you keep your caps; ZAVO may then end your subscription with 30 days' notice and refund you pro rata for the paid and unused period.

10.4 Changes to these Terms of Sale

ZAVO may amend these Terms of Sale for a valid reason. A price change follows Article 6.5; a change to the service or the caps follows Articles 10.2 and 10.3. **ZAVO never changes the duration of your subscription on its own.** For the other clauses (payment, cancellation, guarantees, liability), any **substantial** change is announced to you **by email at least 30 days before** it comes into force.

If you refuse the change, **you may cancel free of charge** before its effective date. If you do not cancel and you continue to use the paid service after that date, the new version applies to you. **The version applicable to a period already paid is the one in force at the start of that period.**

Article 11. Legal guarantee of conformity

The consumer is entitled to the application of the legal guarantee of conformity in the event of a lack of conformity appearing during a period covering the entire duration of the Pro subscription, from the supply of the digital content or digital service. During that period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.

The legal guarantee of conformity entails an obligation to supply all updates necessary to maintain the conformity of the digital content or digital service throughout the duration of the Pro subscription.

The legal guarantee of conformity gives the consumer the right to have the digital content or digital service brought into conformity without undue delay following their request, free of charge and without significant inconvenience to them.

The consumer may obtain a price reduction while keeping the digital content or digital service, or may terminate the contract and be fully refunded upon giving up the digital content or digital service, if:

1° The trader refuses to bring the digital content or digital service into conformity;

2° Bringing the digital content or digital service into conformity is unjustifiably delayed;

3° Bringing the digital content or digital service into conformity cannot take place without costs being imposed on the consumer;

4° Bringing the digital content or digital service into conformity causes a significant inconvenience to the consumer;

5° The lack of conformity of the digital content or digital service persists despite the trader's attempt to bring it into conformity, which was unsuccessful.

The consumer is also entitled to a price reduction or to termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. The consumer is then not required to first request that the digital content or digital service be brought into conformity.

Where the lack of conformity is minor, the consumer is entitled to cancellation of the contract only if the contract does not provide for payment of a price.

Any period of unavailability of the digital content or digital service with a view to bringing it into conformity suspends the guarantee that remained to run until the digital content or digital service is supplied again in conformity.

These rights result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A trader who in bad faith obstructs the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of €300,000, which may be raised up to 10% of average annual turnover (Article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the legal guarantee against latent defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or digital service is kept, or to a full refund upon giving up the digital content or digital service.

ZAVO owes you a service that conforms to what is advertised, and is answerable for it.
This guarantee is statutory: it applies by operation of law and **no clause of these terms**

can exclude or reduce it.

In practice:

- **Supply:** the service is supplied to you without undue delay after the contract is concluded.
- **Conformity:** the service must correspond to what is described in these terms and to the conformity criteria set by law.
- **In the event of a lack of conformity,** you are entitled to have the service **brought into conformity**, free of charge, without undue delay and without significant inconvenience to you.
- **If bringing the service into conformity is refused, late or impossible,** you are entitled to a **price reduction** or to **termination of the contract**.
- **In the event of termination,** ZAVO refunds you within **14 days**.

To invoke this guarantee, write to contact@zavo.fit describing the problem.

Article 12. Your right of withdrawal

12.1 The principle

You have a period of **14 days** to withdraw from your subscription, **without having to give any reason**. The period runs from the **day the contract is concluded**, that is to say the day you confirmed your order, and not from the end of the trial.

How it is counted: the day of the order is not counted; the period ends at midnight on the 14th day; if it expires on a Saturday, a Sunday or a public holiday, it is extended to the next working day. The "Withdraw from the contract here" button (Article 12.5) remains available throughout that time.

Cancel or withdraw?

- **You just ordered and changed your mind?** Within 14 days of the order, you can withdraw: you pay nothing, and if you have already been charged, you are refunded in full.
- **Want to stop later?** You can cancel (article 9) any time: the subscription stops going forward.

12.2 During the period, withdrawing costs you nothing

If you withdraw during the period, you pay nothing. Nothing is due, and if a charge has already taken place (this is possible because the first charge falls on the 14th day, before the end of your period; for example: order on Saturday 10 October, charge on Saturday 24, period open until Monday 26), it is refunded to you in full within 14 days. Withdrawal ends the contract immediately: Pro closes and you are back on the free plan (Article 12.6).

12.3 If you want to start right away

When you place your order, an **optional, not pre-ticked** box lets you **expressly ask for Pro to open today**, before the end of your withdrawal period.

- **If you tick it**, your trial starts immediately. You keep your right of withdrawal for 14 days. If you exercise it, the law would allow you to be asked for the price of the service supplied up to your withdrawal, in proportion to the total price: during the trial this price is **€0**, and ZAVO undertakes to ask you for nothing even if the first charge has already taken place (Article 12.2). By ticking, you also acknowledge that once the contract has been fully performed you would no longer have the right of withdrawal; for a subscription that continues, this case does not arise during the period.
- **If you do not tick it**, Pro and your trial only begin 14 days after your order, on the date shown on the order screen, and the first charge is postponed by the same amount (Article 6.2). In all cases, nothing is charged to you before the end of the trial.

12.4 What ZAVO does in practice, and it is more favourable than the law

And beyond what the law requires: **if you ask for a refund of your first charge within the 14 days following it, ZAVO refunds it to you in full, without justification.** This is a contractual commitment by ZAVO, which is in addition to your right of withdrawal: a request received before the end of your withdrawal period (Article 12.1) counts as a withdrawal (Article 12.2) and does not count towards the limit of a single refund per person set out below. It exists so that nobody ends up paying for a month by oversight. This refund ends the subscription, and it is only possible once per person. A founder then loses their price (Article 6.6).

Any refund is made **no later than 14 days after receipt of your request**, by the same payment method as the one used for the subscription, free of charge.

12.5 How to withdraw

You can withdraw by **any unequivocal means**, in particular:

1. **The online withdrawal function**, free of charge and available throughout the period, calculated as in Article 12.1: **in Settings, then Subscription, the “Withdraw from the contract here” button**. You fill in a short form, you confirm with the button **“Confirm withdrawal”**, and you immediately receive by email an **acknowledgement of receipt** that restates the content of your request, as well as its **date and time**.
2. The **model withdrawal form** set out in Annex 1, completed and sent to contact@zavo.fit or by post to 10 avenue George V, 06000 Nice.
3. **Any other unequivocal statement** expressing your decision to withdraw, for example a simple email to contact@zavo.fit.

Use of the model withdrawal form is not mandatory.

12.6 Effect of withdrawal

Withdrawal ends the paid contract as soon as it is received. Your account and your data are kept, and you are back on the free plan in Article 3.1. If a sum has been charged, it is refunded to you no later than 14 days after your withdrawal, by the same payment method.

Article 13. Liability

13.1 What ZAVO commits to

ZAVO undertakes to provide the service with **diligence and in accordance with good professional practice**. This is an obligation of means: ZAVO does not guarantee a sporting, physical or health result, which depends on too many factors outside its control.

The “as is” wording that appears in the Terms of Use, written for the free beta, does not apply to the Pro subscription. The legal guarantee of conformity in Article 11 applies in full.

13.2 The risks of sports practice

Sports practice involves risks. In the event of pain, feeling unwell or doubt, **stop and seek advice**. In an emergency, call the emergency services (112 in Europe). You remain

responsible for the decision to train, for the intensity you choose and for respecting the guardrails displayed.

Situations that ZAVO does not handle. You should know this before you pay: pregnancy or a post-partum period, a current injury, a pathology, rehabilitation, a medical prescription for adapted physical activity. ZAVO does not detect them by itself: it only takes into account what you declare (PAR-Q questionnaire, pain, limitations), and it was not designed to handle them. In these cases, turn to a doctor, a physiotherapist or an adapted physical activity professional. This is not a boilerplate precaution, it is a real limit of the service.

What you confirm by subscribing. You confirm that you have answered the physical activity readiness questionnaire (PAR-Q) truthfully. If your situation changes, update your answers in the app. If the PAR-Q invites you to seek medical advice, get it before training.

13.3 Availability and maintenance

ZAVO uses reasonable means to keep the service accessible. Interruptions may occur for maintenance, updates, technical incidents or a provider's failure. **Scheduled interruptions are announced in advance where possible.** Any interruption that deprives you of the service falls under the legal guarantee of conformity in Article 11, with its own remedies, including where it comes from one of ZAVO's providers.

13.4 Force majeure

Neither party is liable for a failure caused by a force majeure event within the meaning of Article 1218 of the French Civil Code.

13.5 What is never excluded

Nothing in these terms excludes or limits:

- ZAVO's liability in the event of **bodily injury**;
- its liability in the event of **gross negligence or wilful misconduct**;
- the **legal guarantee of conformity** in Article 11;
- your **mandatory consumer rights**, including those in the chapter on distance contracts, which is a matter of public policy (Article L. 221-29 of the French Consumer Code).

Any clause of these terms that had such an effect would be **deemed unwritten**.

Article 14. ZAVO and sports supervision

You are expressly informed that:

- ZAVO is an **automated digital service**. No natural person supervises, leads, teaches or trains, either in person or remotely.
 - ZAVO does not operate **any physical and sports activities establishment**, does not make any facility available and does not organise any group or individual session supervised by a professional.
 - What is provided to you is an **educational tool** that produces individualised training information and proposals, which you carry out alone, under your own responsibility, in the place of your choice.
 - No diploma, title or professional qualification certificate falling under Article L. 212-1 of the French Sports Code is invoked, claimed or implied by ZAVO or by its automated coach.
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Article 15. Intellectual property

15.1 What remains with ZAVO

The ZAVO trademark (INPI no. 5283967), the logotype, the interface, the texts, the exercise library, the glossary, the verdict cards and the selection of studies that make up the service are protected. The service is licensed to you under a **personal, non-exclusive and non-transferable licence**, for the duration of your subscription and your account.

15.2 Your program is yours

The training program generated for you is made for you: you can use it freely for your personal use, print it and share it privately, including after your subscription ends. You may not exploit it commercially, resell it or distribute it as a product.

15.3 The studies cited

The scientific publications cited by the coach do not belong to ZAVO. Their rights belong to their respective holders. ZAVO cites them and systematically links to the original publication (DOI).

Article 16. Your personal data

The processing of your data is described in the **privacy policy**, available at <https://zavo.fit/confidentialite>, which forms an integral part of your relationship with ZAVO.

Points to know before you subscribe:

- **Your health data** (PAR-Q questionnaire, declared pain, menstrual cycle data if you turn on that option) is processed on the basis of your **explicit consent**, collected on a dedicated screen, never pre-ticked.
 - The service uses **processors**, some of them located outside the European Union, notably **Anthropic** (Claude models, United States), **Voyage AI** (vectorisation, United States) and **Vercel** (application hosting, United States). The database is hosted in the European Union. The full list and the safeguards governing these transfers are set out in the privacy policy. **ZAVO never sells your data.**
 - **Stripe** processes your payment data, in part on its own account and under its own terms.
 - Taking out a subscription **does not change** your rights of access, rectification, erasure, portability, objection and withdrawal of consent, which you can exercise at privacy@zavo.fit, the address given in the privacy policy (contact@zavo.fit also works).
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Article 17. Complaints, mediation, disputes

17.1 Write to us first

For any question or complaint, write to contact@zavo.fit or to **10 avenue George V, 06000 Nice**. ZAVO acknowledges receipt of your complaint within **3 business days**, and responds on the substance within a maximum of **15 business days**. After that time, or if the response does not satisfy you, you can refer the matter, free of charge, to the mediator in Article 17.2.

17.2 Consumer mediation

If your written complaint does not lead to a solution that suits you, you can use a consumer mediator **free of charge**.

Consumer mediator that ZAVO is subject to:

CM2C (Centre de la Médiation de la Consommation de Conciliateurs de Justice)

49 rue de Ponthieu, 75008 Paris, France

Website: <https://www.cm2c.net>

Online referral: <https://www.cm2c.net/declarer-un-litige.php>

ZAVO membership number: SIRET 105 566 913 00015

Using the mediator is free of charge for you. It is only available after a written complaint has been sent to ZAVO, and provided that your request is submitted to the mediator **within one year of that written complaint.** A dispute cannot be referred to the mediator if it is manifestly unfounded or abusive, if it has already been examined by another mediator or by a court, or if it does not fall within the mediator's remit.

17.3 Governing law and jurisdiction

These terms are governed by **French law.**

If you live in another State, in particular another Member State of the European Union, this choice cannot deprive you of the protection afforded to you by the mandatory provisions of the law of your country of habitual residence.

In the event of a dispute, you may bring the matter, at your choice, before the court of the place where you were living at the time the contract was concluded or when the harmful event occurred, or before one of the courts with territorial jurisdiction under the French Code of Civil Procedure.

17.4 Evidence

The computer records kept by ZAVO and by Stripe constitute evidence of the transactions carried out. **This clause does not limit the means of evidence available to you** and does not prevent you from providing proof to the contrary by any means.

Article 18. Final provisions

18.1 Partial invalidity

If any clause of these terms is held void, unlawful, unfair or deemed unwritten, **the other clauses remain applicable.**

18.2 Clarity

These terms are written to be read and understood. **If there is doubt about the meaning of a clause, it is interpreted in the way most favourable to you.**

18.3 No waiver

The fact that ZAVO does not rely on a clause at a given time does not amount to a waiver of the right to rely on it later.

18.4 Version and entry into force

Current version: **1.0, in force from 5 October 2026**. The version applicable to your subscription is the one in force at the start of the monthly period concerned, subject to Article 10.4. Successive versions are archived and provided on simple request to contact@zavo.fit.

These terms are available in a downloadable version (PDF) at <https://zavo.fit/en/cgv> and attached to your confirmation email: download them and keep them, they are your reference for the whole duration of your subscription. On request, they are provided to you in a format accessible to people with disabilities.

18.5 If ZAVO changes its legal structure

ZAVO is currently published by Baptiste Tarlet, sole proprietor. If the business is ever contributed to a company created or controlled by him, your contract will be transferred to that company **on the same terms**: same price, same content, same duration, same rights.

You are informed by email at least 30 days before the date of the transfer. If this transfer does not suit you, you can cancel free of charge before that date, and you are refunded pro rata for the paid and unused period.

By accepting these terms, you give your agreement in advance to this transfer. It will take effect with regard to you on the transfer date stated in the notification. **This transfer can never reduce your rights or cause you to lose them.**

Annex 1: model withdrawal form

MODEL WITHDRAWAL FORM

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

To:

Baptiste Tarlet EI (ZAVO)

10 avenue George V, 06000 Nice, France

E-mail address: contact@zavo.fit

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

.....

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

Annex 2: summary of the offers

	Free	Trial	Pro	Founder
Content	One program generated once, sessions with a timer, loads, history, statistics and tonnage, week's line, consistency score, verdict cards, glossary, exercise library, nutrition guidance, 3 messages to the coach given after the first session	All Pro features, within the trial caps	Everything in the free plan, plus the conversational coach, new programs, modification of an exercise by the coach, recalibration of loads, scientific web search and, optionally, the search for studies conducted on women	Same as Pro
Caps	See Article 3.5	25 messages and 2 new programs over the 14 days; the rest, Article 3.5	150 messages per month (30 per day), 4 new programs per month; the rest, Article 3.5	Same as Pro
Price	€0	€0	€12.99 per month, VAT not applicable	€6.99 per month, VAT not applicable, guaranteed as long as the subscription continues without interruption
Bank card	No	Registered at the start, nothing is charged during the trial	Yes	Yes
Duration	Unlimited	14 calendar days, from the order or, without the box in Article 12.3, 14 days after the order	Indefinite period, billed monthly in advance	Indefinite period, billed monthly in advance
Automatic end	Not applicable	Automatic switch to Pro at the end of the 14 days, unless cancelled or withdrawn before then. Email reminder at least 3 days before	No, continues every month as long as you do not cancel	No, continues every month as long as you do not cancel
Cancellation	Not applicable	Online, in a few clicks, at any time: no charge; Pro closed immediately or kept until the end of the trial, at your choice	Online, at any time, at no cost. At your choice: immediately, with a pro rata refund of the paid, unused days, or at the end of the current period	Same. Cancellation means losing the founder price

	Free	Trial	Pro	Founder
Withdrawal	Not applicable	14 days from the order (the day of the order not counted, extended to the next working day if it falls on a weekend or a public holiday), via the “Withdraw from the contract here” button (Settings, then Subscription): immediate end, you pay nothing, a charge already made is refunded in full	Expired. ZAVO commitment: full refund of the first charge on request within the 14 days following it, which ends the subscription, once per person	Same
Access conditions	ZAVO account, minimum age 16	ZAVO account, minimum age 18, payment method registered, one trial per person	Minimum age 18	Minimum age 18, having completed at least one session before 4 October 2026 at 11:59 pm (Paris time), and subscribing no later than 31 December 2026 at 11:59 pm (Paris time)