

MyFitMitra Standard Terms (Coach/Dietician/Gym)

Last updated: 1st February, 2026

Operated by: MyFitMitra, a brand/product of Pixel Solutionz (Kolkata, India) ("MyFitMitra", "we", "us")

Applies to: Coaches and Dieticians registering on MyFitMitra ("Contributor", "you")

By clicking "I Agree" (or equivalent), you agree to these MyFitMitra Standard Terms.

1) Definitions

1. Platform means the MyFitMitra website, mobile apps, dashboards, APIs, and related services.
2. Content means any material you create, submit, upload, share, or make available through or for MyFitMitra, including but not limited to: diet plans (templates and customized), meal charts, recipes, nutrition guides, PDFs, seminar material, checklists, worksheets, videos, images, posts, captions, training decks, feedback, and improvements.
3. Co-Branded Materials means Content or materials that include your name/credentials/brand elements and/or a partner gym's branding (e.g., "MyFitMitra x {Gym} Exclusive").
4. Contributor Information means your name, professional title, credentials, photo, bio, city, and other profile details you provide for display/attribution.
5. Derivative Works means edits, adaptations, translations, formatting changes, abridgements, and new materials created from or based on your Content.

2) Your role and boundaries

6. You acknowledge MyFitMitra is a fitness/wellness platform and not a medical facility.
7. You agree not to represent your services on the Platform as clinical diagnosis or medical treatment unless explicitly permitted under applicable law and clearly disclosed.
8. You will follow MyFitMitra quality and safety guidelines (including red-flag escalation to qualified professionals where appropriate).

3) Ownership of Content

9. You retain ownership of the Content you create, subject to the license you grant below.

10. MyFitMitra owns the Platform, its features, templates, UI, processes, and any materials created solely by MyFitMitra.

4) License you grant to MyFitMitra

To operate, promote, and improve the Platform and related offerings, you grant MyFitMitra a worldwide, perpetual, irrevocable, royalty-free, fully paid, transferable, sublicensable license to:

- use, host, store, reproduce, copy, distribute, publish, publicly display, publicly perform,
- modify, adapt, edit, translate, reformat, create Derivative Works from,
- combine with other content, and
- otherwise exploit

your Content (in whole or part) in connection with:

- the Platform (including selling plans, displaying templates, and user access),
- quality validation and verification workflows,
- co-branded gym sessions and seminars,
- marketing/promotional use (social media, brochures, posters, landing pages, ads, email/WhatsApp),
- internal training and partner enablement (including trainer education), and
- product improvement, analytics, and user experience enhancements.

This license continues even if you stop working with MyFitMitra or close your account, as described in Section 8 (Termination and survival).

5) Co-branding and attribution permission

11. You authorize MyFitMitra to use your Contributor Information for attribution, credibility, and promotion, including in Co-Branded Materials.
12. MyFitMitra may mention you as a contributor/reviewer/creator (e.g., "Reviewed by {Name}, Dietician Panel") and may display your credentials as provided by you.
13. If you provide logos/brand marks (personal clinic/gym), you grant permission for MyFitMitra to use them only for the co-branded purpose and attribution related to your Content and promotions.

Name removal requests: If you request removal of your name/photo after termination, MyFitMitra will make reasonable efforts to stop using them prospectively where practical; however, you agree MyFitMitra is not required to recall or modify already-published materials, past social posts, distributed PDFs, or purchased user content already delivered.

6) Content standards and warranties

You represent and warrant that:

14. You have all rights needed to provide the Content and grant the license above.
15. Your Content does not infringe third-party rights (copyright, trademark, privacy, etc.).
16. You will not upload plagiarized materials or third-party paid content (including other creators' PDFs) without permission.
17. Your Content will not include misleading medical claims, prohibited substances advice, or unsafe extreme recommendations.
18. If you include references or guidelines, you will avoid false citation or attribution.

7) Moderation, edits, and quality control

19. MyFitMitra may review, refuse, edit, reformat, or remove any Content at its discretion to maintain platform quality, compliance, and user safety.
20. MyFitMitra may convert Content into standardized formats (templates, kits, branded PDFs), including making Derivative Works.
21. MyFitMitra may keep archival copies for records, compliance, and continuity.

8) Termination and survival

22. You may stop using the Platform or request account closure at any time (subject to any pending obligations).
23. Survival: Sections 3 to 9 (including the Content license and co-branding rights) survive termination.
24. MyFitMitra may continue to offer and distribute plans/kits/templates you already uploaded, use your Content in future versions, improvements, and co-branded training materials, and maintain access for users who purchased content (where applicable).

This ensures continuity for customers and the platform's learning content library.

9) Confidentiality and user data

25. Any non-public information you learn through MyFitMitra (business processes, pricing, partner details, internal documents) is confidential.
26. If you access user profiles or health/lifestyle details, you agree to: (a) use it only for providing the intended service, (b) not share it externally, (c) follow reasonable security practices, and (d) comply with applicable privacy laws and MyFitMitra policies.

10) Payments and commercial terms

Revenue share, validation fees, payout cycles, refunds/chargebacks, and taxes may be governed by separate commercial terms shown in your dashboard or an addendum. If there is a conflict, the commercial addendum governs the payout.

11) Liability limitation

27. MyFitMitra is not liable for indirect or consequential losses (lost profits, reputational loss, etc.).
28. MyFitMitra's total liability related to these terms is limited to the amount paid to you by MyFitMitra in the preceding {X} months, unless prohibited by law.

12) Indemnity

You agree to indemnify and hold MyFitMitra harmless from claims arising out of:

- your breach of these terms,
- infringement claims related to your Content, and
- unlawful or misleading claims made by you in Content.

13) Governing law and dispute resolution

These terms are governed by the laws of India. Any disputes will be subject to:

- Arbitration: {Arbitration clause - single arbitrator, seat Kolkata}.
- Jurisdiction: Courts at Kolkata for interim relief and enforcement (as applicable).

14) Electronic acceptance

You agree that clicking acceptance (or using the Platform after seeing these terms) forms a legally binding agreement.

Checkbox-friendly summary

By registering, you agree MyFitMitra can use, edit, reformat, and co-brand your submitted content (including for marketing/training) and can continue using it even if you leave the platform, subject to these MyFitMitra Standard Terms.