

HabiTrack: Terms & Conditions

January 2026

These Terms and Conditions (“**Terms**”) govern access to and use of **HabiTrack™**, a digital behaviour and habit-tracking platform (the “**Platform**”) provided by **FabricShift Limited**, a company incorporated in England and Wales (company number 09418812) (“**FabricShift**”, “**we**”, “**us**”, “**our**”).

By accessing or using the Platform, the Client and its Authorised Users agree to be bound by these Terms.

1. Definitions

In these Terms, unless the context otherwise requires:

Authorised Users means individuals authorised by the Client to access the Platform.

Client means the organisation that has entered into a contract with FabricShift for use of the Platform.

Client Data means all data submitted to the Platform by or on behalf of the Client or its Authorised Users.

Derived Data means anonymised and aggregated data generated through use of the Platform that does not identify any individual or Client.

Intellectual Property Rights means all intellectual property rights, whether registered or unregistered, including copyright, database rights, trademarks, trade secrets, and know-how.

Order Form means the document or online process that specifies the Services ordered by the Client, including the number of Authorised Users, applicable fees, Service tier, and any additional terms agreed between the parties (and, where applicable, includes a Crown Commercial Service framework call-off order).

Platform means the HabiTrack™ software-as-a-service application, including the web application, mobile applications, Microsoft Teams integration, application programming interfaces (APIs), and any other interfaces or modules provided by FabricShift as part of the Services.

Services means access to and use of the Platform and any related support services provided by FabricShift.

2. Purpose of the Platform

2.1 The Platform is designed to support learning transfer, habit formation, reflective behaviour change, and organisational insight.

2.2 The Platform is **not designed or intended** to:

- function as employee surveillance or monitoring software;
- provide automated performance evaluation or profiling;
- support disciplinary, punitive, or automated employment decisions;
- replace managerial judgement, coaching, or organisational context; or
- be configured or used in a manner that reasonably results in surveillance, undue pressure, or coercive participation.

2.3 The Client acknowledges that behaviour change outcomes are influenced by multiple individual and systemic factors and that use of the Platform does not guarantee specific behavioural, cultural, or business outcomes.

3. Scope of Services

3.1 FabricShift grants the Client a limited, non-exclusive, non-transferable right to access and use the Platform for internal business purposes during the term of the applicable agreement.

3.2 The Services may be provided as a standalone platform or integrated with third-party collaboration, learning, or HR systems.

3.3 FabricShift may update or modify the Platform from time to time, provided such changes do not materially degrade its core functionality.

4. Third-Party Integrations

4.1 Where the Platform integrates with third-party systems (including but not limited to Microsoft Teams, learning management systems, and HR information systems), the Client acknowledges that:

- the availability and functionality of such integrations depend on the third-party provider;
- FabricShift is not responsible for changes to third-party APIs, deprecations, or service interruptions;

- the Client is responsible for maintaining appropriate licences and access credentials for third-party systems; and
- FabricShift shall not be liable for data issues arising from third-party system failures or integration misconfigurations by the Client.

4.2 FabricShift shall use reasonable efforts to notify the Client of known changes to third-party integrations that may materially affect the Services.

5. Client Responsibilities

5.1 The Client is responsible for:

- ensuring Authorised Users comply with these Terms;
- maintaining appropriate transparency with Authorised Users regarding Platform use; and
- complying with all applicable employment, equality, and data protection laws.

5.2 The Client shall not:

- use the Platform as the sole basis for employment decisions;
- use the Platform to monitor individuals covertly; or
- apply coercive or punitive practices linked to Platform participation.

5.3 FabricShift shall not be liable for misuse of the Platform by the Client or its Authorised Users.

6. Authorised User Obligations

6.1 Authorised Users must not:

- use the Platform for unlawful, discriminatory, or harmful purposes;
- attempt to reverse engineer, disrupt, or compromise the Platform; or
- upload content that infringes third-party rights or is defamatory or offensive.

6.2 FabricShift may suspend or terminate access for misuse.

7. Data Protection

7.1 Each party shall comply with applicable data protection legislation, including UK GDPR and Data Protection Act 2018.

7.2 Where personal data is processed:

- the Client acts as **Controller**; and
- FabricShift acts as **Processor**.

7.3 Data processing obligations are governed by the applicable Data Processing Addendum (“**DPA**”), which forms part of the contractual framework.

7.4 FabricShift shall not:

- sell personal data;
- use Client Data for advertising; or
- use Client Data to train generative artificial intelligence models without explicit written consent.

8. Data Retention and Deletion

8.1 During the term of the agreement, FabricShift shall retain Client Data for so long as is necessary to provide the Services and as specified in the applicable Order Form.

8.2 Upon written request, FabricShift shall provide the Client with an export of Client Data in a commonly used, machine-readable format (such as CSV or JSON) within thirty (30) days of receiving such request.

8.3 Upon termination or expiry of the agreement:

- FabricShift shall, upon request, provide a final data export to the Client within thirty (30) days;
- FabricShift shall delete Client Data within ninety (90) days of termination, unless retention is required by law or regulation; and
- FabricShift shall provide written confirmation of deletion upon request.

8.4 Derived Data may be retained and used by FabricShift solely for analytical purposes, benchmarking, research, and product improvement, provided that such Derived Data does not identify, and cannot reasonably be re-identified to, any individual or Client.

9. Behavioural Data Safeguards

9.1 Individual reflections and behavioural inputs may be:

- visible only to the individual;
- shared with peers by user choice; or
- surfaced to the Client only in aggregated or anonymised form.

9.2 FabricShift may apply reporting thresholds and safeguards to protect anonymity.

9.3 The Platform does not apply automated scoring, ranking, or profiling of individuals.

9.4 The Platform does not carry out automated decision-making or profiling within the meaning of Article 22 of the GDPR.

10. Confidentiality

10.1 Each party shall keep confidential all non-public information disclosed in connection with the Services.

10.2 Client Data remains the confidential information of the Client, subject to the rights granted under these Terms.

10.3 Confidentiality obligations survive termination of these Terms.

11. Intellectual Property

11.1 FabricShift retains all Intellectual Property Rights in:

- the Platform;
- its methodologies, algorithms, and analytics; and
- all Derived Data.

11.2 The Client retains ownership of Client Data.

11.3 No rights are granted other than those expressly stated in these Terms.

12. Reporting and Insights

12.1 Reports, dashboards, and analytics are indicative and contextual.

12.2 Insights are intended to support reflection, dialogue, and informed decision-making, not definitive conclusions.

12.3 FabricShift does not warrant the accuracy of self-reported data or interpretations derived from it.

13. Fees and Payment

13.1 Fees are payable in accordance with the applicable Order Form.

13.2 All fees are exclusive of VAT unless stated otherwise.

13.3 FabricShift may suspend Services for non-payment following fourteen (14) days' written notice.

14. Service Levels

14.1 FabricShift shall use commercially reasonable efforts to maintain Platform availability of at least 99.5% measured on a monthly basis, excluding:

- scheduled maintenance notified at least 48 hours in advance;
- emergency maintenance required to maintain security or stability;
- third-party service outages beyond FabricShift's reasonable control; and
- force majeure events.

14.2 FabricShift shall respond to support requests in accordance with the following target response times (these relate to initial acknowledgement and support engagement and do not represent incident detection or internal response times):

- **Critical (Platform unavailable):** 4 business hours
- **High (significant functionality impaired):** 8 business hours
- **Normal (general queries):** 2 business days

14.3 Enhanced service levels may be agreed in the Order Form.

14.4 FabricShift shall notify the Client of scheduled maintenance via email or in-Platform notification.

15. Indemnification

15.1 FabricShift shall indemnify, defend, and hold harmless the Client from and against any third-party claims, damages, and reasonable costs (including legal fees) arising from:

- infringement of any third-party Intellectual Property Rights by the Platform; or
- FabricShift's **material** breach of its data protection obligations under these Terms or the applicable DPA.

15.2 The Client shall indemnify, defend, and hold harmless FabricShift from and against any third-party claims, damages, and reasonable costs (including legal fees) arising from:

- the Client's misuse of the Platform in breach of these Terms;
- Client Data that infringes third-party rights; or
- the Client's breach of applicable employment or data protection laws.

15.3 The indemnified party shall promptly notify the indemnifying party of any claim, provide reasonable cooperation, and allow the indemnifying party to control the defence and settlement of the claim.

16. Limitation of Liability

16.1 Nothing in these Terms limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- indemnification obligations under Clause 15; or
- liability that cannot be excluded by law.

16.2 Subject to Clause 16.1, FabricShift shall not be liable for:

- indirect or consequential loss;
- loss of profit, revenue, goodwill, or data; or
- decisions made based on Platform insights.

16.3 FabricShift's total aggregate liability shall not exceed the fees paid by the Client in the twelve (12) months preceding the claim.

17. Insurance

17.1 FabricShift shall maintain during the term of the agreement:

- professional indemnity insurance of not less than £2,000,000 per claim; and
- cyber liability insurance of not less than £2,000,000 per claim.

17.2 Upon reasonable request, FabricShift shall provide evidence of such insurance.

18. Audit Rights

18.1 Upon reasonable written notice (not less than thirty (30) days), the Client may, no more than once per calendar year, request an audit of FabricShift's security practices and data handling procedures relevant to the Services.

18.2 FabricShift may satisfy audit requests by providing appropriate independent security assurance evidence, which may include:

- ISO 27001 certification or equivalent;
- Cyber Essentials Plus certification;
- summaries of relevant penetration testing or vulnerability assessments; or
- responses to reasonable security questionnaires.

18.3 On-site audits, if required, shall be conducted at the Client's expense and subject to reasonable confidentiality obligations.

19. Termination

19.1 These Terms apply for the duration of the Client's agreement.

19.2 Either party may terminate in accordance with the applicable agreement if the other party commits a material breach that remains unremedied for thirty (30) days after written notice specifying the breach.

19.3 Upon termination:

- access to the Platform shall cease; and
- Client Data shall be handled in accordance with Clause 8.

19.4 Clauses 8, 10, 11, 15, 16, 22, and 23 shall survive termination of these Terms.

20. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control, including acts of God, natural disasters, war, terrorism, pandemic, government action, or failure of third-party telecommunications or power supply.

21. Assignment

21.1 The Client shall not assign, transfer, or sub-license any of its rights or obligations under these Terms without the prior written consent of FabricShift.

21.2 FabricShift may assign these Terms to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees to be bound by these Terms.

22. Dispute Resolution

22.1 The parties shall attempt to resolve any dispute arising out of or in connection with these Terms in accordance with the following procedure:

- referral to account managers for resolution within fifteen (15) business days;
- escalation to senior executives for a further fifteen (15) business days; and
- mediation administered by the Centre for Effective Dispute Resolution (CEDR) before commencing legal proceedings.

22.2 Nothing in this Clause prevents either party from seeking urgent injunctive or equitable relief.

23. Governing Law and Jurisdiction

23.1 These Terms are governed by the laws of England and Wales.

23.2 Subject to Clause 22, the courts of England and Wales shall have exclusive jurisdiction.

24. Entire Agreement and Amendments

24.1 These Terms, together with the applicable Order Form, Data Processing Addendum, and any framework call-off terms, constitute the contractual framework governing use of the Platform.

24.2 No amendment shall be effective unless in writing and signed by authorised representatives of both parties.

24.3 In the event of conflict between these Terms and the Order Form, the Order Form shall prevail to the extent of the conflict.

24.4. Where the Client enters into a call-off contract under a Crown Commercial Service framework (including G-Cloud), the applicable framework call-off terms shall take precedence over these Terms in the event of any conflict.

25. Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

26. Notices

26.1 Notices shall be in writing and sent to the addresses specified in the Order Form.

26.2 Notices sent by email shall be deemed received on the next business day.

27. Contact

FabricShift Limited

Email: info@fabricshift.com

Website: www.fabricshift.com