
KiActiv®: G-Cloud 15 – Supplemental End-User Terms and Conditions

Important Notice

These Supplemental End-User Terms ("End-User Terms") govern the use of the KiActiv® software and associated services by authorised end users. They are supplemental to, and subordinate to, the applicable G-Cloud Call-Off Contract (or other CCS-approved call-off agreement) between Ki Performance Lifestyle Ltd ("KiActiv®") and the contracting public-sector buyer (the "Buyer").

In the event of any conflict or inconsistency between these End-User Terms and the Call-Off Contract:

- the Call-Off Contract shall prevail;
- nothing in these End-User Terms shall limit, exclude, or amend the Buyer's rights or KiActiv®'s obligations under the Call-Off Contract.

These End-User Terms do not create a separate contract between KiActiv® and the Buyer and do not replace or override the Call-Off Contract.

1. Overview

These End-User Terms apply to the use of the KiActiv® system by individuals authorised by the Buyer ("Authorised Users"). They explain how the KiActiv® software and associated services may be used and the standards of behaviour expected of Authorised Users.

KiActiv® is operated by Ki Performance Lifestyle Ltd, a company registered in England and Wales under company number 06738270 ("KiActiv®", "we", "us", "our").

For ease of reference, the online platform, dashboards, mobile interfaces, content, and related functionality are referred to in these End-User Terms as the "System".

2. Relationship to the Buyer

Access to the System is provided only where:

- the Buyer has entered into a Call-Off Contract with KiActiv®, and
- the Buyer has authorised the individual to use the System.

Authorised Users acknowledge that:

- the Buyer is the contracting party;
- the Buyer may impose additional policies or instructions regarding use of the System;
- access may be suspended or withdrawn at the Buyer's request, subject to the Call-Off Contract.

3. Understanding KiActiv®

The KiActiv® Service is a personalised digital self-management system that includes a UK Class I Medical Device (software as a medical device). It is designed to support individuals to improve wellbeing through tailored information, motivation, and behavioural support relating to everyday physical activity.

The System:

- supports individuals with, or at risk of, long-term health conditions;
- supports rehabilitation and recovery pathways;
- does not make clinical decisions or replace professional medical advice.

The KiActiv® Service is intended for individuals who are willing to engage with the information, guidance, and activities provided as part of adopting and maintaining healthier lifestyle behaviours. Engagement is voluntary, and outcomes depend on individual participation.

KiActiv® provides guidance and information only. Authorised Users remain responsible for their own health-related decisions and actions. If advice from a qualified healthcare professional conflicts with information provided through the System, the healthcare professional's advice should be followed.

If Authorised Users have any concerns or questions about their health, medical conditions, or prescribed medicines, they should seek advice from an appropriate qualified healthcare professional.

4. Eligibility and User Responsibilities

Authorised Users confirm that:

- they are aged 14 years or over (unless otherwise agreed by the Buyer);
- information they provide is accurate and kept up to date;
- they will use the System in accordance with these End-User Terms and any instructions issued by the Buyer.

Authorised Users must use the System responsibly and only for its intended purpose.

5. Licence and Permitted Use

Subject to these End-User Terms and the Call-Off Contract, KiActiv® grants Authorised Users a limited, non-exclusive, non-transferable right to access and use the System for personal, non-commercial self-management purposes during the period authorised by the Buyer.

No ownership rights are transferred.

6. Acceptable Use and Prohibited Activities

Authorised Users must not:

- use the System unlawfully or fraudulently;
- introduce malware or attempt to compromise security;
- copy, modify, reverse-engineer, or create derivative works from the System;
- misuse personal data or infringe intellectual property rights;
- interfere with other users or system availability.

Any suspected misuse may be reported to the Buyer and handled in accordance with the Call-Off Contract.

7. Support and Availability

Support is provided in accordance with the service description and support arrangements agreed with the Buyer under the Call-Off Contract. KiActiv® will use reasonable efforts to maintain service availability but does not guarantee uninterrupted operation. KiActiv® reserves the right to modify, update, or discontinue features of the System from time to time to improve functionality or compliance.

8. Privacy and Data Protection

KiActiv® processes personal data in accordance with applicable data-protection legislation and its published Privacy Policy. For the purposes of data protection law, KiActiv® acts as an independent data controller in respect of personal data processed through the System, unless otherwise specified in the Call-Off Contract.

9. Intellectual Property

All intellectual property rights in the System, content, software, and materials remain the property of KiActiv® or its licensors. Authorised Users may not reproduce or reuse content except as necessary for permitted use of the System.

10. Information Accuracy and Use of Content

Care is taken to ensure that information provided through the System is prepared by appropriately qualified contributors and reflects generally accepted practices at the time of publication. Where errors or omissions are identified, reasonable efforts will be made to correct them in a timely manner.

Information made available through the System is intended to provide general guidance and support only. It should not be relied upon as a substitute for professional medical advice, diagnosis, or treatment.

11. Liability

Nothing in these End-User Terms limits or excludes liability that cannot be limited or excluded by law.

Liability as between KiActiv® and the Buyer is governed exclusively by the Call-Off Contract. These End-User Terms do not create additional liability obligations beyond those agreed with the Buyer.

To the extent permitted by law, KiActiv® shall not be liable to Authorised Users for any indirect or consequential loss. As the System is provided to Authorised Users free of charge to them, KiActiv®'s total aggregate liability to an Authorised User (whether in contract, tort, or otherwise) shall be limited to the value of the single-user licence fee paid by the Buyer in respect of that Authorised User.

12. Suspension or Withdrawal of Access

KiActiv® may suspend or restrict access to the System where reasonably necessary to:

- protect system security;
- prevent misuse;
- comply with legal or regulatory obligations;
- act on instructions from the Buyer.

13. Changes to These End-User Terms

These End-User Terms may be updated from time to time to reflect changes in law, regulation, or operation of the System. Any changes will not affect the Buyer's contractual rights under the Call-Off Contract.

14. Governing Law

These End-User Terms are governed by English law. Any disputes relating to use of the System by Authorised Users shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact

Questions about use of the System should be directed to:

- Email: contact@kiactiv.com
- Phone: 020 3371 3102

Medical queries should be directed to an appropriate qualified healthcare professional.