

Fit4U SOFTWARE LICENCE TERMS



Last updated: 19th December 2025

These Software Licence Terms ("Terms") govern access to and use of the Fit4U software and related services. These Terms are designed to operate as a click-through agreement and apply whenever you accept them electronically, including when you log into the Software, download installation or update files, or otherwise access or use the Software.

1. Parties

These Terms are between:

1. Foothealth UK Ltd, a company incorporated in England and Wales (registration number 06679079) with its registered office at Unit 6, Thorpe Close, Banbury, Oxfordshire, England, OX16 4SW ("Foothealth", "we", "us"); and
2. The person or legal entity that accepts these Terms, creates an account, downloads, installs, accesses, or uses the Software ("Licensee", "you").

If you accept these Terms on behalf of a company or other legal entity, you confirm that you have authority to bind that entity.

2. Acceptance

By clicking "I agree", logging into the Software, downloading or installing the Software or any update, purchasing or using Tokens, or otherwise accessing or using the Software, you confirm that you have read, understood, and agree to be legally bound by these Terms.

If you do not agree to these Terms, you must not download, install, access, or use the Software.

3. Definitions

"Agreement" means these Terms and any updates made in accordance with Clause 18;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means 09:30 to 17:30 GMT/BST on a Business Day;

"Client" means an individual who is a client of the Licensee and for whom the Licensee produces a Design;

"Design" means the design of orthotics using the Software in order to produce orthotics for Clients;

"Documentation" means the documentation for the Software made available by Foothealth from time to time;

"Effective Date" means the date on which the Licensee first accepts these Terms or first accesses or uses the Software, whichever occurs first;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered;

"Rhino Software" means the CAD software package known as McNeel Rhinoceros 3D (v7);

"Software" means the plug-in software known as Fit4U, in object code format;

"Software Specification" means the specification for the Software set out on Foothealth's website, as updated from time to time;

"Term" means the period beginning on the Effective Date and continuing until terminated in accordance with these Terms;

"Token" means a token purchased from Foothealth that enables the creation of one Design for one pair of orthotics; and

"Ancillary Materials" means any instructional, educational, demonstration, onboarding, support, guidance, or reference materials, content, presentations, videos, documents, workflows, methodologies, or know-how relating to the Software, whether provided in person, remotely, live, recorded, or in written form.

4. Term

4.1 These Terms come into force on the Effective Date.

4.2 These Terms continue in force indefinitely unless terminated in accordance with Clause 15.

5. Supply of Software

5.1 Foothealth shall make the Software available to the Licensee by download or online access via Foothealth's website, the Software login environment, or such other method as Foothealth may determine from time to time.

6. Licence Grant and Restrictions

6.1 Foothealth grants the Licensee a worldwide, non-exclusive, non-transferable licence during the Term to:

- (a) install a single instance of the Software; and
- (b) use a single instance of the Software in accordance with the Documentation, solely for the purpose of creating Designs.

6.2 The Software may only be used using valid Tokens. The Software will not operate if the Licensee holds no Tokens in credit.

6.3 The Licensee acknowledges that a valid and maintained Rhino Software licence is required to operate the Software.

6.4 The Software may only be used by the officers, employees, agents, and subcontractors of the Licensee acting on its behalf.

6.5 The Licensee must ensure that each orthotic produced using the Software includes required identifiers and that packaging complies with Foothealth's guidelines.

6.6 Except as expressly permitted by law or these Terms, the Licensee must not:

- (a) sell, resell, rent, lease, loan, supply, publish, distribute, or redistribute the Software;
- (b) alter, adapt, or modify the Software;
- (c) decompile, reverse engineer, or attempt to derive source code;
- (d) copy or clone the Software or its user interface;
- (e) use the Software to provide a product or service that is in any way competitive with the Software;
- (f) use the Software unlawfully or fraudulently;
- (g) allow unauthorised access to the Software; or
- (h) republish any content from the Software.

6.7 The Licensee is responsible for the security of all copies of the Software and for restricting access to authorised users only.

6.8 Except as expressly permitted by these Terms or with Foothealth's prior written consent, the Licensee must not, directly or indirectly:

(a) provide, perform, or make available any services relating to the Software for the benefit of any third party, including instructional, educational, training, certification, onboarding, or support services;

(b) copy, record, reproduce, adapt, distribute, publish, or create derivative works from any Documentation or Ancillary Materials;

(c) commercialise, market, promote, or monetise any services or materials relating to the Software; or

(d) represent, imply, or hold itself out as having any partnership, authorisation, endorsement, or special relationship with Foothealth.

7. Intellectual Property

Nothing in these Terms transfers or assigns any Intellectual Property Rights. All Intellectual Property Rights in the Software and Ancillary Materials remain vested exclusively in Foothealth.

8. Prices and Tokens

8.1 Tokens may be purchased during the Term at prices displayed on Foothealth's website.

8.2 All prices are exclusive of VAT or other applicable taxes.

9. Payments

9.1 Payment methods accepted by Foothealth are displayed on its website.

9.2 Foothealth may suspend access to the Software if payment is overdue after reasonable notice.

9.3 Statutory interest and compensation may be claimed on overdue amounts in accordance with applicable law.

10. Licensee Obligations

The Licensee is responsible for ensuring the Software meets its requirements and for all Designs created using the Software.

11. Warranties and Disclaimers

11.1 Foothealth warrants that it has authority to license the Software.

11.2 Except as expressly stated, the Software is provided "as is" and may contain defects or vulnerabilities.

11.3 Foothealth does not provide medical, legal, financial, or regulatory advice.

12. Indemnity

The Licensee shall indemnify Foothealth against claims arising from the Licensee's use of the Software, except where caused by Foothealth's breach of these Terms.

13. Limitation of Liability

13.1 Nothing limits liability for death, personal injury, fraud, or liabilities that cannot be excluded by law.

13.2 Foothealth shall not be liable for indirect or consequential losses, loss of profits, revenue, data, or goodwill.

13.3 Foothealth's total liability shall not exceed the total amount paid by the Licensee in the 12 months preceding the claim.

14. Audit

Foothealth may audit compliance with these Terms on reasonable notice, no more than once per calendar year.

15. Termination

Either party may terminate these Terms immediately for material breach, insolvency, or persistent non-compliance.

16. Effects of Termination

Upon termination, all licences cease and the Licensee must stop using and delete the Software.

17. Notices

Notices to Foothealth must be sent to its registered office or published contact email. Notices to the Licensee will be sent to the email address associated with the Licensee's account.

18. Changes to These Terms

Foothealth may update these Terms from time to time. Updated Terms will be presented for acceptance on login, installation, or update. Continued use of the Software after acceptance constitutes agreement to the updated Terms.

19. Governing Law and Jurisdiction

These Terms are governed by English law and the courts of England have exclusive jurisdiction.

20. Binding Effect

These Terms form a legally binding agreement. Acceptance is electronic and no physical signature is required.