



KinetiCura
INTELLIGENT MONITORING

Intelligent, autonomous monitoring for the recovering, elderly or frail — improving the quality of care for your loved ones.

LEGAL

Website Terms and Conditions

The terms governing your use of the KinetiCura website
United Kingdom • South Africa

Scitech Enterprises Ltd, trading as KinetiCura

Version 2.0 | October 2026 | Effective 14 October 2026



Contents

1. About these Terms	3
2. Who we are and how to contact us	3
3. Accepting these Terms	4
4. Changes to these Terms and to the Website	4
5. Health, care and emergencies	4
6. Using the Website	5
7. Information you send us	5
8. Your personal information	5
9. Cookies and third-party content	7
10. Intellectual property	7
11. Links to other websites	8
12. Our responsibility to you	8
13. Indemnity	9
14. General	9
15. Governing law and disputes	9
16. Document history	10



Important notice — please read

Please read these Terms carefully before using the Website. The clauses printed in **bold** — in particular clause 5 (Health, care and emergencies), clause 12 (Our responsibility to you) and clause 13 (Indemnity) — limit our liability, place responsibilities on you or contain an indemnity. They are drawn to your attention as required by section 49 of the South African Consumer Protection Act 68 of 2008. Nothing in these Terms affects your statutory rights as a consumer in the United Kingdom or South Africa.

KinetiCura is not an emergency service. In an emergency, call **999** or **112** in the United Kingdom, or **10111** (police) or **10177** (ambulance) in South Africa, or **112** from a mobile phone.

1. About these Terms

- 1.1 These terms and conditions (the “Terms”) set out the rules for using the KinetiCura website and any information or features made available through it (the “Website”).
- 1.2 In these Terms, “we”, “us” and “our” mean Scitech Enterprises Ltd, trading as KinetiCura, and “you” and “your” mean the person using the Website. A “consumer” is an individual acting for purposes that are wholly or mainly outside their trade, business, craft or profession.
- 1.3 These Terms apply to use of the Website only. The supply of KinetiCura monitoring systems, hardware, software and related services is governed by a separate written agreement, and quotations, prices and specifications become binding only when set out in that agreement. If there is any conflict between these Terms and that agreement, the agreement prevails for the products and services it covers.
- 1.4 These Terms are written primarily for the United Kingdom, where we are established. If you are in South Africa, the South African provisions in these Terms also apply to you, and you keep any rights you have under South African law that cannot be excluded.

2. Who we are and how to contact us

- 2.1 The Website is operated by Scitech Enterprises Ltd, a private limited company registered in England and Wales, trading as KinetiCura. We do not have a separate South African company: we supply KinetiCura in South Africa through the same company, which is registered there as an external company with the Companies and Intellectual Property Commission (CIPC).

Company name	Scitech Enterprises Ltd, trading as KinetiCura
Place of registration	England and Wales
Company number	[To be inserted]
Registered office	[To be inserted]
Trading address	London, United Kingdom
South Africa	External company registration number: [To be inserted] Address for service of legal documents: [To be inserted]
Email	info@scitech-ent.com



Telephone +44 798 502 5517 (United Kingdom)
+27 64 082 8676 (South Africa)

Office hours Monday to Friday, 09:00–17:00 UK time

2.2 These details are provided in line with the Electronic Commerce (EC Directive) Regulations 2002 and the Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015 in the United Kingdom, and section 43 of the Electronic Communications and Transactions Act 25 of 2002 in South Africa.

2.3 To contact us about these Terms, the Website or your personal information, email info@scitech-ent.com or use the contact form on the Website.

3. Accepting these Terms

3.1 By using the Website you confirm that you accept these Terms and agree to comply with them. If you do not agree, please do not use the Website.

3.2 We recommend that you save or print a copy of these Terms for future reference. They are available in English only.

3.3 The Website is intended for adults. If you are under 18, please do not send us personal information except with the involvement of a parent or guardian.

4. Changes to these Terms and to the Website

4.1 We may amend these Terms from time to time, for example to reflect changes in the law, in our services or in the way the Website works. The current version, with its version number and effective date, is always available on the Legal page of the Website.

4.2 Amendments take effect from the date the updated Terms are published and do not apply to your use of the Website before that date. Please check these Terms each time you use the Website. If you have an open enquiry with us and we make a change that significantly affects you, we will tell you.

4.3 We may update, change, suspend or withdraw all or part of the Website at any time, for example for maintenance, security or business reasons. The Website is provided free of charge and we do not guarantee that it will always be available or uninterrupted. We will try to give reasonable notice of any major change.

5. Health, care and emergencies

5.1 **The Website provides general information about KinetiCura and about caring for people who are recovering, elderly or frail. It is not medical, clinical, care or legal advice, and it is not a substitute for advice from a doctor, nurse, care professional or other suitably qualified person about any individual's needs.**

5.2 **Neither the Website nor its contact form is monitored continuously, and they must not be used to report an emergency or to ask for urgent help. In an emergency, call 999 or 112 in the United Kingdom, or 10111 (police) or 10177 (ambulance) in South Africa, or 112 from a mobile phone.**

5.3 **KinetiCura is currently in its pilot phase. Descriptions of features, performance (including fall detection and alerting) and indicative prices on the Website are given in good faith but may change as the product develops, and no monitoring technology can detect every event. The**



capabilities, limitations and service levels that apply to a particular installation will be set out in the written agreement for that installation.

6. Using the Website

6.1 You may use the Website only for lawful purposes and in accordance with these Terms. You must not:

- use the Website in any way that breaches any applicable law or regulation in the United Kingdom, South Africa or elsewhere;
- attempt to gain unauthorised access to the Website, the server on which it is hosted or any connected system or database, or knowingly introduce viruses, malware or other harmful material. This may be a criminal offence under the Computer Misuse Act 1990 (UK) or the Cybercrimes Act 19 of 2020 (South Africa), and we may report it to the relevant authorities;
- attack the Website through a denial-of-service attack or otherwise interfere with its operation or security;
- use automated tools to copy, scrape or extract content or data from the Website, other than standard search-engine indexing;
- use the Website to send unsolicited marketing or to impersonate any person; or
- knowingly provide false or misleading information through the Website.

6.2 We may suspend or restrict your access to the Website if we reasonably believe that you have breached this clause 6.

7. Information you send us

7.1 When you contact us through the Website, you confirm that the information you provide is accurate and that you are entitled to share it. If you tell us about another person — for example a family member or a resident you care for — please make sure they know you are contacting us, or that you have the legal authority to act for them.

7.2 Please do not send detailed medical or health information through the contact form. If health information is needed to assess whether KinetiCura is suitable, we will agree with you how to provide it securely.

7.3 The Website does not publish content submitted by users. Information you send us is used to respond to you as described in clause 8 and is not displayed on the Website.

8. Your personal information

8.1 We are the **controller** (under the UK GDPR) and the **responsible party** (under POPIA) for personal information collected through the Website. We process it in accordance with:

- **United Kingdom:** the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 ("PECR"), as amended, including by the Data (Use and Access) Act 2025; and
- **South Africa:** the Protection of Personal Information Act 4 of 2013 ("POPIA") and its regulations.

This clause summarises how we use personal information collected through the Website. Our Privacy Notice, available on the Legal page, explains in full how we use personal information, including information processed through KinetiCura installations.



8.2 What we collect and why. When you use the contact form or email us, we collect your title, name, contact details, the nature of your enquiry and anything else you choose to tell us. We use this information to respond to your enquiry and to take steps at your request before entering into an agreement (UK GDPR Article 6(1)(b); POPIA section 11(1)(b)); for our legitimate interests in operating, securing and improving the Website and our business (Article 6(1)(f); section 11(1)(f)); and to comply with our legal obligations (Article 6(1)(c); section 11(1)(c)).

8.3 Consent. Using the Website does not by itself mean that you consent to every use of your personal information. Where the law requires your consent — for example for direct marketing by email or for non-essential cookies — we will ask for it separately, and you may withdraw it at any time without affecting processing that took place before you withdrew it.

8.4 Health information. Information about health is “special category data” under the UK GDPR and “special personal information” under POPIA. If you choose to include it in an enquiry, we will use it only to respond to you, keep it secure, and ask for your explicit consent where the law requires it.

8.5 Sharing. We do not sell your personal information. We share it only with service providers who act on our behalf (such as website hosting and email providers) under written contracts that require them to protect it, with our professional advisers, or where the law requires us to.

8.6 International transfers. We are a United Kingdom company that also supplies KinetiCura in South Africa. Personal information collected through the Website is processed in the United Kingdom and, where your enquiry relates to South Africa, it may also be accessed by our personnel or service providers there. We protect information moving between the two countries as required by Chapter V of the UK GDPR (for example using the UK International Data Transfer Agreement or Addendum) and section 72 of POPIA. This clause concerns information collected through the Website. Household monitoring data from KinetiCura installations is stored and processed in the country of deployment, as set out in the relevant service agreement.

8.7 Retention. We keep enquiry information only for as long as we need it for the purposes above. Enquiries that do not lead to an agreement are normally deleted within two years of our last contact, unless we need to keep them longer to comply with the law or to establish, exercise or defend legal claims.

8.8 Security. We use appropriate technical and organisational measures to protect personal information (UK GDPR Article 32; POPIA section 19). If a personal data breach occurs, we will notify the Information Commission within 72 hours where required, the Information Regulator as soon as reasonably possible as required by section 22 of POPIA, and you where the law requires.

8.9 Your rights. Depending on where you are, you have the right to:

- be informed about how your personal information is used;
- access your personal information and receive a copy of it;
- have inaccurate information corrected and, in certain circumstances, have it deleted or its use restricted;
- object to processing, and to object at any time to direct marketing;
- data portability (United Kingdom);
- not be subject to decisions based solely on automated processing that have legal or similarly significant effects, subject to the conditions set out in the law; and
- complain to the supervisory authority and, in South Africa, institute civil proceedings under section 99 of POPIA.



To exercise any of these rights, email info@scitech-ent.com. We will respond within the time limits set by law (normally one month in the United Kingdom). In South Africa, requests for access to records may also be made under the Promotion of Access to Information Act 2 of 2000, as described in our PAIA Manual on the Legal page.

8.10 **Complaints.** If you are concerned about how we handle your personal information, please contact us first at info@scitech-ent.com. We will acknowledge your complaint within 30 days and investigate it. You also have the right to complain to:

- **United Kingdom:** the Information Commission (formerly the Information Commissioner's Office, ICO) — ico.org.uk, telephone 0303 123 1113; or
- **South Africa:** the Information Regulator — infoeregulator.org.za.

8.11 **Information Officer.** As required by POPIA, we have appointed an Information Officer, whose details are set out in our PAIA Manual.

9. Cookies and third-party content

9.1 Cookies are small files stored on your device. Under PECR we may store or access information on your device without your consent only where this is strictly necessary to provide the Website or another exemption permitted by law applies. POPIA applies to any personal information collected in this way.

9.2 We do not set advertising or tracking cookies on the Website. If we introduce cookies that require consent, we will ask for your consent before setting them and explain how you can change your choices.

9.3 Some fonts and images on the Website are delivered from third-party servers (currently Google Fonts and the Pexels image library). When a page loads, your browser connects to those servers, which receive your device's IP address and browser information and may be located outside the United Kingdom and South Africa. Those providers' own privacy policies apply to that information.

10. Intellectual property

10.1 We, or our licensors, own all intellectual property rights in the Website and its content, including text, graphics, logos, images, software and design. These rights are protected by copyright, trade mark and other laws, including the Copyright, Designs and Patents Act 1988 (UK) and the Copyright Act 98 of 1978 (South Africa). Photographs from third-party image libraries are used under licence and remain the property of their owners.

10.2 You may view the Website, and download or print individual pages, for your personal use or for internal use within an organisation that is considering KinetiCura, provided you do not modify the material and you keep any copyright and other notices.

10.3 Except as permitted by clause 10.2 or by law, you must not:

- copy, republish, sell, license or distribute content from the Website, or use it for any commercial purpose, without our written permission;
- modify the content or create derivative works from it;
- use the KinetiCura name or logo, or any of our other branding, without our written permission; or
- decompile or reverse engineer any software on the Website, except to the extent the law expressly permits (for example under sections 50B and 296A of the Copyright, Designs and Patents Act 1988).



- 10.4 Nothing in these Terms transfers ownership of any intellectual property rights to you. If you breach this clause 10, your permission to use the Website ends and you must destroy any copies you have made.

11. Links to other websites

- 11.1 Where the Website links to other sites and resources provided by third parties, the links are for your information only. We have no control over those sites, do not endorse them and are not responsible for their content, availability or privacy practices. Please read the terms and privacy notices of any site you visit.
- 11.2 You may link to the Website's home page, provided you do so fairly and lawfully, do not damage our reputation or take advantage of it, and do not suggest any association, approval or endorsement on our part that does not exist. We may withdraw this permission at any time.

12. Our responsibility to you

- 12.1 Nothing in these Terms excludes or limits our liability for:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation;
 - loss caused by our gross negligence or wilful misconduct; or
 - any other liability that cannot be excluded or limited by law, including under the Consumer Rights Act 2015 and the Unfair Contract Terms Act 1977 (UK) and the Consumer Protection Act 68 of 2008 (South Africa).
- 12.2 Nothing in these Terms affects your statutory rights as a consumer. For advice about your rights, contact Citizens Advice (United Kingdom) or the National Consumer Commission (South Africa).
- 12.3 **The Website is provided free of charge. We take reasonable care to keep its content accurate and up to date, but it is general information, it may not always be current, and we do not guarantee that the Website or its content will be error-free, uninterrupted or free from viruses. You should use your own virus protection software.**
- 12.4 **If you are a consumer: we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen or if, when you started using the Website, both we and you knew it might happen. We are not responsible for loss or damage that is not foreseeable. We provide the Website for domestic and private use only, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.**
- 12.5 **If you use the Website in the course of a business: to the extent permitted by law, we exclude all implied conditions, warranties, representations and other terms that may apply to the Website or its content. We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss arising out of or in connection with your use of, or inability to use, the Website or your reliance on its content. Subject to clause 12.1, our total liability to a business user in connection with the Website is limited to £100.**



- 12.6 **We are not responsible for any failure or delay in providing the Website that is caused by events outside our reasonable control, including failures of third-party hosting, network or internet providers.**

13. Indemnity

- 13.1 **If you use the Website in the course of a business, you agree to indemnify us against all reasonable losses, damages, costs and expenses (including reasonable legal fees) that we suffer as a result of your breach of these Terms, or of any claim that material you sent us through the Website infringes the rights of a third party.**
- 13.2 If you are a consumer, you do not give us an indemnity. You remain responsible, in accordance with the law, for any loss you cause by breaching these Terms.

14. General

- 14.1 If a court or other competent authority decides that any provision of these Terms is unlawful or unenforceable, that provision will be removed or limited to the minimum extent necessary and the remaining provisions will continue in full force.
- 14.2 If we do not insist immediately that you do something you are required to do under these Terms, or if we delay in taking steps against you, that does not mean we have waived our rights.
- 14.3 We may transfer our rights and obligations under these Terms to another organisation. We will make sure that any transfer does not reduce your rights under these Terms.
- 14.4 These Terms are between you and us. No other person has any right to enforce any of them.

15. Governing law and disputes

- 15.1 These Terms, and any dispute or claim arising out of or in connection with them or the Website (including non-contractual disputes or claims), are governed by the law of England and Wales.
- 15.2 If you are a consumer living in the United Kingdom, you may bring proceedings in the courts of England and Wales. If you live in Scotland, you may bring proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you may bring proceedings in either the Northern Irish or the English courts.
- 15.3 If you are a consumer in South Africa, nothing in these Terms deprives you of the protection of the mandatory provisions of South African law that apply to you, including the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002 and POPIA. You may bring proceedings in a South African court that has jurisdiction, or refer a complaint to the National Consumer Commission or, for matters concerning personal information, to the Information Regulator.
- 15.4 If you are a consumer living elsewhere, you also benefit from any mandatory protections of the law of the country in which you live.
- 15.5 If you use the Website in the course of a business, the courts of England and Wales have exclusive jurisdiction.
- 15.6 If you have a concern about the Website, please contact us first at info@scitech-ent.com. Most concerns can be resolved quickly and informally.



16. Document history

Version	Date	Summary
1.0	October 2026	First published.
2.0	14 October 2026	Rewritten with the United Kingdom as the primary jurisdiction and South Africa as secondary. Updated for the UK GDPR, the Data Protection Act 2018 (as amended by the Data (Use and Access) Act 2025), PECR and POPIA. Consumer-law protections, a health and emergency notice and company details, including South African external company registration, added.