

Terms of Service

Effective Date: 4 December 2025

Operator: VIRTUALITY P.C. / VIRTUALITY I.K.E. | Address: EYMAΘIOY 76B, 71409 ΗΠΑΚΛΕΙΟ, Greece

1. Agreement

These Terms of Service (the "Terms") govern access to and use of virtuality.app, the VIRTUALITY SaaS dashboard, VR rehabilitation software, VR equipment pilots, related content, support and services (together, the "Service"). The Service is operated by VIRTUALITY P.C. / VIRTUALITY I.K.E. ("VIRTUALITY", "we", "us" or "our").

By creating an account, joining a pilot, using the dashboard, using VIRTUALITY VR equipment or otherwise accessing the Service, you agree to these Terms. If you use the Service on behalf of a physiotherapy clinic, business or other legal entity, you confirm that you have authority to bind that entity, and "you" includes that entity, its staff and authorised users.

These Terms are intended for business-to-business use. The Service is not intended for direct consumer self-treatment, emergency care or unsupervised patient use.

2. The Service

VIRTUALITY provides VR physiotherapy tools to physiotherapists and physiotherapy businesses to support, accelerate and optimise physical rehabilitation. The Service may include a website, waitlist, SaaS dashboard, VR software, exercise library, rehabilitation workflows, equipment logistics, customer support, pilots, trials and related updates.

The Service may be in waitlist, pilot, beta, trial or early-access form. Features may change, be added, be removed or be discontinued at any time. We do not guarantee that any pilot or beta feature will become generally available.

3. Eligibility and professional use

- You must be at least 18 years old to create an account or use the professional dashboard.
- The Service is intended for qualified physiotherapists, physiotherapy businesses and authorised staff.
- You are responsible for ensuring that your use of the Service complies with professional, clinical, ethical, licensing, patient-consent, privacy, workplace and healthcare obligations that apply to you.
- You must not allow patients to use the Service unsupervised where professional supervision is required.
- You must not represent that VIRTUALITY provides medical diagnosis, medical treatment, emergency services or a replacement for professional clinical judgment.

4. Accounts

To access the dashboard, you must create an account using Google OAuth or our email/password sign-up process with email confirmation. You must provide accurate information and keep it current. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.

You must not share accounts, passwords or access credentials with anyone else. Each authorised user must use their own account where individual access is available. VIRTUALITY personnel may have administrator access for support, maintenance, security and service administration purposes.

We may suspend, restrict or terminate an account at our discretion, including for suspected breach of these Terms, non-payment, security risk, misuse, legal compliance, harm to VIRTUALITY or others, or conduct that we reasonably consider inappropriate for the Service.

5. Organisations and authorised users

The Service may allow or later introduce organisations, workspaces, teams, clinic accounts or multi-user access. If you create or manage an organisation, you are responsible for your authorised users, their permissions, their compliance with these Terms and all data entered or processed through the organisation account.

Only physiotherapists, clinic personnel or other individuals authorised by the customer may access an organisation account. You must promptly remove access for individuals who are no longer authorised.

6. Subscriptions, trials, invoices and taxes

The Service is offered on a subscription basis, including monthly and yearly plans, unless otherwise agreed in writing. We may offer a two-week free trial with no obligation to continue, subject to any pilot or equipment-return conditions stated in these Terms or a separate written agreement.

At the effective date of these Terms, subscriptions are generally invoiced by VIRTUALITY and paid by bank deposit. In the future, we may introduce Stripe or another payment processor, including automatic subscription renewal. If automatic renewal is introduced, the applicable checkout or subscription terms will explain the renewal, cancellation and payment process.

Prices are VAT-inclusive unless stated otherwise. You are responsible for paying all undisputed invoices when due. We may change prices at any time for future purchases, renewals or billing periods. For existing subscriptions, we will make reasonable efforts to notify you of material price changes where required by law or commercial practice.

You may cancel at any time by notifying us through the dashboard, email, support channel or other method we provide. Unless required by law or expressly agreed otherwise, fees already paid are non-refundable. Cancellation stops future subscription periods but does not remove obligations already incurred, including unpaid invoices, equipment return obligations and compensation for damaged or lost equipment.

7. VR equipment

VIRTUALITY may provide VR headsets or related equipment for use with the Service. Unless a written agreement states that equipment has been sold to you, all VR equipment provided by VIRTUALITY remains VIRTUALITY property and must be used only for authorised Service purposes.

- You must use, store, clean and maintain VR equipment responsibly and in accordance with instructions we provide.
- You must not sell, rent, lend, pledge, modify, disassemble, reverse engineer, tamper with, reconfigure or transfer the equipment without our written consent.
- You are responsible for damage, loss, theft, misuse, abnormal wear, unauthorised modification or failure to return the equipment, whether caused by you, your staff, your patients, visitors, contractors or other persons under your control.
- If equipment is damaged, lost or not returned, we may in good faith attempt repair, warranty replacement or other mitigation, but we may require you to pay the full repair cost, replacement cost, loss in value, courier costs and related expenses where we consider this necessary.
- If you cancel, end a trial, fail to pay, are terminated, or stop using the Service, you must return all VIRTUALITY equipment promptly and in good condition. Courier or shipping expenses for return are your responsibility unless we agree otherwise in writing.

8. Licence to use the software and content

Subject to these Terms and payment of applicable fees, VIRTUALITY grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Service for your internal professional physiotherapy business purposes during the subscription or trial period.

VIRTUALITY and its licensors own all rights, title and interest in the Service, software, dashboard, VR software, exercise library, rehabilitation workflows, designs, user interface, documentation, methods, know-how, trademarks, logos, content, analytics, improvements and related intellectual property, except for customer content that you submit.

You must not copy, reproduce, distribute, publish, display, disclose, teach, sell, license, resell, white-label, share or otherwise make available VIRTUALITY's exercise library, workflows, software, content, solution design, methods or confidential information to other physiotherapists, competitors or unauthorised third parties.

9. Patient care, safety and clinical responsibility

VIRTUALITY provides technology tools for professional physiotherapy use. VIRTUALITY does not provide medical advice, diagnosis, treatment, emergency care, clinical supervision or patient monitoring. You remain solely responsible for all patient assessment, suitability decisions, informed consent, exercise selection, intensity, progression, supervision, safety precautions, contraindications, adverse-event response, treatment decisions and clinical outcomes.

- You must ensure that VR use is suitable for each patient and must stop use if a patient experiences discomfort, dizziness, nausea, pain, injury risk or other adverse symptoms.
- You must maintain appropriate physical space, supervision, hygiene, infection-control and safety procedures when using VR equipment.
- You must comply with all laws, professional standards and patient consent obligations applicable to your practice.
- You must not use the Service for emergency, high-risk, unsupervised or unsupported clinical scenarios.

10. Patient data and privacy obligations

You are responsible for ensuring that any patient data, health data, medical history, body-motion data, images, videos, text notes or other personal data you enter into the Service is collected and processed lawfully. This includes providing patients with privacy information, obtaining consent where required, having a valid GDPR Article 6 legal basis and, for health data, a valid Article 9 condition such as explicit consent or another healthcare-related legal basis.

For patient data that you enter and control, VIRTUALITY acts as your processor/service provider and processes that data to provide, secure, support and improve the Service according to your instructions and applicable law. You, your clinic or your physiotherapy business remain the controller of that patient data. You must not enter patient data unless you have authority to do so. You should upload only the minimum data necessary for your use of the Service.

We may require you to enter into a separate Data Processing Agreement or equivalent data protection terms. If there is a conflict between these Terms and a signed Data Processing Agreement regarding patient data processing, the Data Processing Agreement will prevail for that conflict.

11. Customer content

You may upload or enter text, images, videos, avatars, rehabilitation notes and other content ("Customer Content"). You retain ownership of Customer Content, subject to the licence below and VIRTUALITY's rights in the Service.

You grant VIRTUALITY a worldwide, non-exclusive, royalty-free licence to host, store, copy, process, transmit, display, adapt, back up, secure, analyse and otherwise use Customer Content only as necessary to provide, maintain, secure, support and improve the Service, comply with law, enforce these Terms and exercise our legal rights.

Customer Content is private by default and is not intended for public sharing. You are responsible for Customer Content and confirm that you have all rights, permissions, consents and legal bases needed to upload and process it. You must not upload illegal content, malware, content that infringes intellectual property rights, or content that violates patient confidentiality or privacy obligations.

We do not actively moderate Customer Content, but we may remove, restrict or disable access to Customer Content if we believe it violates these Terms, creates risk, infringes rights, is unlawful, or may harm VIRTUALITY, users, patients or third parties.

12. Acceptable use restrictions

You must not, and must not allow anyone else to:

- share accounts or credentials, bypass access controls or allow unauthorised use;
- copy, share, disclose, sell, publish or transfer VIRTUALITY's exercise library, workflows, solution design, software, methods or confidential information to competitors or unauthorised persons;
- reverse engineer, decompile, disassemble, scrape, crawl, monitor, benchmark, probe, scan, penetration test or attempt to access source code, non-public APIs or infrastructure except as permitted by law or with our written consent;
- use the Service to build, train, improve or support a competing product or service;
- resell, sublicense, white-label, rent, outsource, time-share or commercially exploit the Service except as expressly allowed in writing;
- upload unlawful, infringing, harmful, abusive, discriminatory, violent, sexually exploitative, harassing, defamatory, fraudulent, misleading, malicious or privacy-violating content;
- send spam, phishing, malware or other harmful code;
- impersonate others, misrepresent affiliation or interfere with the Service;
- use the Service for illegal activity, clinical misuse, unauthorised patient treatment, high-risk activities, emergency care or any use that could cause harm;
- circumvent rate limits, usage restrictions, security features or technical protections;
- use automated bots, scripts, crawlers or data extraction tools unless expressly authorised by VIRTUALITY.

We may investigate suspected violations and may suspend or terminate access, preserve evidence, notify affected parties or authorities, and take other steps we consider appropriate.

13. Third-party services

The Service may rely on or integrate with third-party services, including hosting, cloud, database, authentication, operational monitoring, analytics where enabled, communication, payment, courier and support providers. Third-party services are governed by their own terms and privacy notices. VIRTUALITY is not responsible for third-party services except to the extent required by law or expressly agreed in writing.

14. AI

The Service does not currently include an AI input/output feature for users. VIRTUALITY may use AI tools internally for software development or operational support. If we introduce AI functionality, automated analysis, model training or similar features in the Service, we may update these Terms, the Privacy Policy and any relevant consent or data processing arrangements.

15. Feedback

If you provide suggestions, ideas, requests, comments or feedback about the Service, you grant VIRTUALITY a perpetual, worldwide, irrevocable, royalty-free licence to use, modify and exploit that feedback for any purpose without obligation or compensation, provided we do not use your confidential patient data in violation of applicable law.

16. Support, availability and service changes

Support may be provided by email and phone. We aim to respond to support requests within 48 hours, but response times are not guaranteed unless agreed in a separate written service-level agreement.

The Service is provided on an "as is" and "as available" basis. We do not provide uptime commitments, service-level agreements, backups on behalf of customers or guaranteed feature availability unless separately agreed in writing. You are responsible for keeping appropriate copies or exports of data where legally or operationally necessary for your practice.

We may modify, suspend, discontinue, replace or remove any part of the Service at any time, including features, pilots, dashboards, content, workflows, VR software or equipment arrangements. We will make reasonable efforts to avoid unnecessary disruption to active customers.

17. Marketing and publicity

We may refer to you as a VIRTUALITY customer, pilot participant or user and may use your business name, logo, testimonials, reviews or case study materials for marketing, websites, investor materials and promotional communications where permitted by law and any applicable agreement. You may object to publicity use by contacting us, unless a separate agreement provides otherwise.

We may run referral programs, promotions, giveaways, coupons or similar campaigns. Additional terms may apply to those campaigns.

18. Termination and account deletion

You may stop using the Service or cancel your subscription at any time. We may suspend or terminate your account, trial, subscription or access to the Service at any time, including where we believe you breached these Terms, failed to pay, created risk, violated law, misused equipment, infringed rights, or harmed VIRTUALITY, users, patients or third parties.

After termination, your right to access and use the Service ends immediately unless we state otherwise. Subscription fees for periods already paid are non-refundable unless required by law or expressly agreed in writing. Outstanding payment, equipment return, compensation, confidentiality and legal obligations remain in effect.

If you request account deletion, we will process deletion in accordance with our Privacy Policy and applicable law. Some data may be retained where required for billing, tax, legal, security, backup, dispute or compliance purposes. Patient data may remain in the platform unless the customer or authorised controller requests deletion or another legal basis requires retention.

19. Disclaimers

To the maximum extent permitted by law, the Service, VR equipment, dashboard, software, exercise library, workflows, documentation and all related materials are provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, uninterrupted availability, error-free operation or specific clinical outcome.

VIRTUALITY does not warrant that use of the Service will accelerate rehabilitation in every case, produce a specific result, prevent injury, replace professional clinical judgment or be suitable for every patient. You are responsible for evaluating the Service before relying on it in professional practice.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited under applicable law.

20. Limitation of liability

To the maximum extent permitted by law, VIRTUALITY will not be liable for indirect, incidental, special, consequential, exemplary or punitive damages; lost profits; lost revenue; business interruption; loss of goodwill; loss, corruption or unauthorised disclosure of data; clinical decisions; patient injury resulting from your use or misuse of the Service; or costs of substitute services, even if we were advised that such damages were possible.

To the maximum extent permitted by law, VIRTUALITY's total aggregate liability arising out of or relating to the Service or these Terms will not exceed the amounts actually paid by you to VIRTUALITY for the Service during the twelve (12) months before the event giving rise to liability, or one hundred euros (€100) if no amounts were paid, unless a higher amount is required by mandatory law.

The liability cap above does not limit your obligation to pay fees, return VR equipment, compensate VIRTUALITY for damaged, lost, stolen or unreturned VR equipment, indemnify VIRTUALITY, or comply with confidentiality, intellectual property, acceptable-use and data-protection obligations. It also does not limit liability for fraud, wilful misconduct or other matters that cannot be limited by law.

21. Indemnity

You will defend, indemnify and hold harmless VIRTUALITY, its members, directors, officers, employees, contractors, representatives and affiliates from and against any claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees, arising from or related to: your use or misuse of the Service or VR equipment; your Customer Content; patient data or patient claims; clinical decisions or treatment; breach of these Terms; infringement or alleged infringement of third-party rights; violation of law; failure to obtain patient consent; account sharing or unauthorised access; or damage, loss, theft or non-return of VR equipment.

22. Confidentiality

The Service, dashboard, software, exercise library, workflows, pricing, pilots, product plans, methods, documentation and non-public information disclosed by VIRTUALITY are VIRTUALITY confidential information. You must protect such information with reasonable care and must not disclose it to unauthorised persons, competitors or third parties. These obligations do not apply to information that becomes public without breach, was already lawfully known, or must be disclosed by law after reasonable notice where legally permitted.

23. Privacy

Our Privacy Policy explains how we process personal data. By using the Service, you agree that you have read the Privacy Policy and that you will provide all required privacy notices and obtain all required consents or legal bases from patients and authorised users before entering their data into the Service.

24. Changes to these Terms

We may update these Terms from time to time. Material changes may be notified through the website, dashboard, email or other reasonable means. Continued use of the Service after the effective date of updated Terms constitutes acceptance of the updated Terms, unless a separate written agreement states otherwise or applicable law requires a different process.

25. Governing law and disputes

These Terms are governed by the laws of Greece and applicable mandatory European Union law, without regard to conflict-of-law rules. The competent courts of Greece will have jurisdiction over disputes arising from or relating to these Terms or the Service, unless mandatory law requires otherwise. For business customers, the parties agree to submit disputes to the competent courts of Heraklion, Greece, unless another Greek court has mandatory jurisdiction.

Where legally permitted, you and VIRTUALITY waive any right to participate in class, collective or representative proceedings. This waiver does not apply where prohibited by mandatory law.

26. General provisions

These Terms, together with any order form, invoice, pilot agreement, Data Processing Agreement, equipment agreement or other written agreement accepted by the parties, form the entire agreement regarding the Service. If there is a conflict, a signed written agreement or order form will prevail over these Terms for that conflict.

You may not assign or transfer these Terms or your account without our prior written consent. We may assign or transfer these Terms in connection with a merger, acquisition, reorganisation, sale of assets or by operation of law. If any provision is held invalid or unenforceable, the remaining provisions remain in effect. Failure to enforce a provision is not a waiver.

Clauses that by their nature should survive termination will survive, including payment obligations, equipment obligations, intellectual property, confidentiality, privacy and data protection, disclaimers, limitation of liability, indemnity, governing law, dispute provisions and any accrued rights or obligations.

These Terms are drafted in English. If these Terms are translated into another language, the English version will control to the extent of any conflict, unless mandatory law requires otherwise.

27. Contact

Questions about these Terms may be sent to info@virtuality.app or support@virtuality.app. Postal correspondence may be sent to ΕΥΜΑΘΙΟΥ 76B, 71409 ΗΡΑΚΛΕΙΟ, Greece.