Therapy withVR

End User License Agreement

Version	2.0.0
Effective date	30 days after notice is sent to existing users
Company	withVR BV
Registered address	Meulesteedsesteenweg 194 bus 204, Ghent 9000, Belgium
VAT / company number	BE-0790.909.294
Governing law	Belgian law
Jurisdiction	Courts of Ghent, Belgium
Contact	hello@withvr.app | legal@withvr.app

Please read this End User License Agreement ("EULA") carefully before using Therapy withVR. This is a legally binding agreement between you ("you" or "user") and withVR BV ("withVR", "we" or "us").

By creating an account, downloading, accessing, or using the platform, you agree to be bound by this EULA. If you do not agree, do not access or use the platform.

What Therapy withVR is: Therapy withVR is a customizable virtual reality tool for speech-language professionals, researchers, and educators. It does not provide therapy, clinical assessment, diagnosis, or treatment of any kind. It is not a medical device. How you use it is entirely your professional responsibility.

1. The License

The platform is licensed to you, not sold. withVR grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Therapy withVR platform (the "Platform") solely for your professional, research, or educational activities, within the scope set out in Section 1.0 and subject to the terms of this EULA.

This license does not transfer any ownership of the Platform or its underlying technology to you. All rights not expressly granted are reserved by withVR.

1.0 License scope

Your subscription includes a number of VR headset licenses, shown on your order or invoice. Each VR headset license permits use of the VR App on one Meta Quest headset. A headset counts towards your licenses once the VR App is signed in to your account on it, and stops counting 90 days after it was last used with your account. The same headset may be used under several accounts, provided each account holds its own license. The Web App is not limited by device.

1.1 What you may do

- Use the Web App on any device you own or control, and the VR App on as many Meta Quest headsets as your subscription includes VR headset licenses
- Let colleagues in your organization use the Web App under your account
- Create and manage profiles and sessions for the individuals you work with
- Use the Platform's AI features in accordance with Section 7 of this EULA
- Export or download your session data for your own professional records

1.2 What you may not do

- Rent, lease, sell, transfer, sublicense, or redistribute access to the Platform
- Copy, decompile, reverse-engineer, disassemble, or attempt to derive the source code of the Platform
- Create derivative works of the Platform or any part of it
- Remove or alter any proprietary notices, labels, or branding
- Use the Platform to develop a competing product or service
- Use the VR App on more headsets than your subscription includes, or let anyone outside your organization use your account

2. Eligibility and Account Registration

You must be at least 18 years old and have full legal capacity to enter into this agreement to create a withVR account. By creating an account, you represent and warrant that you meet these requirements.

You are responsible for maintaining the confidentiality of your account credentials and for all use of your account, including by colleagues you allow to use the Web App. You must notify us immediately at support@withvr.app if you become aware of any unauthorized use of your account. withVR is not responsible for loss or damage arising from your failure to protect your credentials.

You agree to provide accurate, current, and complete information during registration and to keep it up to date. withVR reserves the right to suspend or terminate accounts where information is found to be false or misleading.

3. Intellectual Property

All software, code, virtual environments, user interfaces, graphics, text, audio, and other content and materials included in the Platform are owned exclusively by withVR or our licensors and are protected by Belgian and international intellectual property law, including copyright, trademark, and patent law.

This EULA does not transfer any intellectual property rights to you. The limited license granted in Section 1 is the full extent of your rights in the Platform.

4. User Content

"User content" means text, sentences, session configurations, and other materials you create or upload within the Platform.

You retain full ownership of your user content. By uploading or entering content into the Platform, you grant withVR a limited, non-exclusive, non-transferable license to store, process, and display that content solely for the purpose of operating and delivering the Platform to you. This license lasts only for as long as your content is stored in the Platform and terminates when you delete your content or your account is closed, subject to applicable data retention obligations.

This license does not grant withVR any right to publish, commercialize, sublicense, transfer to third parties, or use your content for any purpose beyond providing the Platform service to you. withVR does not claim any advertising, marketing, or promotional rights over your user content.

Your GDPR rights apply: If your user content contains personal data, your rights under GDPR, including the right to erasure, apply and are not limited by this license. See the Privacy Policy at withvr.app for full details of your rights and how to exercise them.

You represent and warrant that your user content does not infringe any third-party intellectual property rights, is not unlawful or defamatory, and complies with all applicable laws. You must not upload content that contains Protected Health Information (PHI), student educational records, or personally identifiable information about the individuals you work with.

5. Subscription and Payment

Access to the Platform requires an active subscription. Subscription fees, billing cycles, and available plans are set out on withvr.app. Prices are exclusive of applicable taxes unless otherwise stated.

Some subscriptions renew automatically at the end of each billing period unless canceled. Whether your subscription renews automatically is confirmed at the time of purchase. You may cancel your subscription at any time before the end of the current billing period by contacting hello@withvr.app. Cancellation takes effect at the end of the current paid period; you will retain access until that date.

Refunds are governed by the withVR Refund and Return Policy, available at withvr.app. Statutory consumer rights under Belgian law and the EU Consumer Rights Directive are not affected by this clause.

6. Prohibited Conduct

You agree not to use the Platform to:

- Violate any applicable law or regulation
- Harm, exploit, or endanger minors in any way

- Upload, transmit, or process Protected Health Information (PHI), the Platform is not designed to receive or process PHI
- Upload, transmit, or process student educational records in a manner that violates FERPA or equivalent applicable law
- Enter personally identifiable information about clients, patients, or students into AI-powered text fields
- Interfere with or disrupt the Platform's security, servers, or network infrastructure
- Attempt to gain unauthorized access to any part of the Platform or another user's account
- Use automated tools, bots, or scripts to access or interact with the Platform
- Impersonate any person or entity or misrepresent your affiliation
- Circumvent any suspension, ban, or access restriction imposed by withVR
- Use the Platform for any purpose that could bring withVR into disrepute

withVR reserves the right to investigate suspected violations of this section and to take appropriate action, including suspension or termination of your account and referral to relevant authorities where required by law.

7. AI Features

The Platform includes AI-powered features. This section explains how they work, what data they involve, and your responsibilities when using them.

7.1 Avatar Voices: Always Active

All avatar speech inside VR is generated using Google Text-to-Speech. When an avatar speaks, the text of that speech is sent to Google's Text-to-Speech API and converted to audio. The person inside VR hears a synthetic voice, not a human recording.

This applies to all sessions, regardless of whether optional OpenAI features are enabled.

7.2 Optional OpenAI features

The following features are optional and off by default. You activate them deliberately in the Platform Settings:

Feature	What it does
Sentence translation	Translates conversation sentences between languages
Text generation	Generates suggested conversation text from a topic or prompt
Next question	With one tap on a quick-response button, generates one new question, which the avatar speaks at once without showing it to you first
Reading texts	Generates a short reading passage from a topic, marked as AI-generated text to review before use

AI sentence suggestions (Web App 5.0.0 and later)	Suggests up to 11 sentences on a topic for a sentence group; you approve them before they are saved, and saved suggestions keep an AI mark
Autocorrect	Corrects spelling and grammar in text you type
Whisper speech recognition	Converts your own dictated speech to text during session setup; the recorded audio is sent to OpenAI. Not used on client audio
Speaker grammar	Adjusts gendered grammar to match the avatar's voice
Formality adjustment	Adjusts the formality level of AI-generated text
Emotional speech	Adjusts avatar voice characteristics to match the avatar's set emotion

7.3 Data and privacy

Text entered into AI-powered fields, and audio recorded with Whisper, is sent to OpenAI for processing via the OpenAI API. Under OpenAI's API data usage policy, data submitted via the API is not used to train OpenAI's models by default.

Text sent to Google for voice synthesis is processed via Google Cloud Text-to-Speech. Google does not use this data for model training.

No client names, session recordings, or personally identifiable information about the individuals you work with are sent to OpenAI or Google as part of normal Platform operation.

EU AI Act - Article 50 Disclosure: Avatar voices in Therapy withVR are AI-synthesized using Google Text-to-Speech. When you activate optional OpenAI features, text entered into AI-powered fields (and, for Whisper speech recognition, the recorded audio) is processed by an AI system. You are responsible for ensuring that the individuals you work with are appropriately informed of AI involvement where required by your professional or institutional obligations or by applicable law.

7.4 Your responsibilities when using AI features

- You are always in control. AI features generate content suggestions. You decide whether to use, modify, or discard them. AI output does not replace your professional judgment.
- Review AI-generated content before presenting it to the person inside VR, where the feature shows it to you first. Next question, sentence translation, autocorrect and speaker grammar create or change the words just before the avatar speaks them, so you do not see those words first: switch them on only where that suits the person and the session (EU AI Act Compliance Statement, Section 5.2). AI may produce errors, awkward phrasing, or inappropriate content.
- Do not enter client names, patient information, or any personally identifiable information about the individuals you work with into AI-powered text fields.
- Be aware of automation bias, which is the tendency to trust AI output simply because it came from a machine. Your professional judgment always takes precedence.
- If you work in a setting with specific AI governance requirements (for example, an institution subject to the EU AI Act's high-risk provisions), you are responsible for ensuring your use of the Platform's AI features is compliant with those requirements.

8. Minor Users and Supervised Use

Who may use Therapy withVR. Accounts are for professionals aged 18 or over (or the age of majority where they live, if higher). Children and teenagers never create accounts or sign in. They may take part in sessions only while a professional with an account supervises them. The professional decides whether VR is suitable and makes sure that a parent or guardian has given any consent the law requires (in the United States, for children under 13, the consent required by COPPA, or the school's authorization where the law allows it).

Information about children. The professional may store a pseudonymized client profile and session records for a child; we process them on the professional's behalf and delete them as described in our Privacy Policy (Section 11.1). We do not ask children for information. Whisper speech recognition transcribes the professional's own dictated speech only; it is not used on client audio.

The supervising professional is solely responsible for creating and managing the account, configuring sessions, and ensuring appropriate consents are in place before the Platform is used with a minor.

Jurisdiction	Age-related requirement
EU / EEA (GDPR)	Age of digital consent varies by member state (typically 13–16). Supervising professional responsible for compliance.
United States (COPPA)	Platform not designed for direct data collection from children under 13. Institutional users responsible for COPPA compliance.
United Kingdom (ICO Children's Code)	Under-18 users must be supervised. ICO Code applies to services likely to be accessed by children.
All jurisdictions	Parental or guardian consent for use of technology with minors is the responsibility of the supervising professional, not withVR.

Note: Meta Quest headsets have a platform-level minimum age requirement of 10 years. This is a Meta policy, not a withVR BV policy, and applies regardless of professional supervision.

9. Data Protection

withVR processes personal data in accordance with the Privacy Policy at withvr.app and applicable data protection law, including GDPR. The Privacy Policy is incorporated into this EULA by reference.

9.1 Your responsibilities

- You are responsible for ensuring that your use of the Platform complies with the data protection laws applicable in your jurisdiction.

- Do not upload, enter, or transmit Protected Health Information (PHI) through the Platform. The Platform is not designed to receive or process PHI and withVR is not a HIPAA covered entity.
- Do not enter student educational records into the Platform in a manner that violates FERPA or equivalent applicable education privacy law.
- Limit your use of the Platform to what is necessary for your professional activities, apply data minimization in practice.

9.2 withVR's commitments

- withVR implements appropriate technical and organizational security measures, including AES encryption of profile names, TLS for data in transit, and restricted access to the database.
- Platform data is stored at rest on Google Cloud servers in the European Union (Belgium and the Netherlands); sign-in data is processed by Google Firebase Authentication in the United States (see the Privacy Policy, Section 7).
- withVR does not record or store session audio or video. If you switch on the optional Whisper speech recognition, the audio you record with it is sent to OpenAI (United States) to be converted to text, and withVR does not store it.
- withVR will notify you of any personal data breach affecting your data in accordance with GDPR and applicable law.

10. Platform Changes, Suspension, and Termination

10.1 Platform changes

withVR may update, modify, or add features to the Platform from time to time. For routine updates and improvements, we will notify you via the in-Platform changelog and email.

For material changes that adversely affect your use of the Platform, withVR will provide at least 30 days' advance notice by email and/or in-Platform notification. Your continued use after the effective date constitutes acceptance of the change. If you do not accept a material change, you may terminate your subscription before the effective date.

In the event of a security emergency requiring immediate action (for example, to address a critical vulnerability), withVR may apply changes without advance notice. We will inform you as soon as reasonably practicable after doing so.

10.2 Service discontinuation

If withVR decides to discontinue the Platform entirely, we will provide at least 90 days’ advance notice. During that period, you will be able to export your session data on request by contacting hello@withvr.app.

10.3 Suspension and termination by withVR

withVR may suspend or terminate your access to the Platform immediately if:

- You breach this EULA or the Terms of Service in a material way
- withVR is required to do so by law or by order of a competent authority

- Your account is associated with fraudulent, abusive, or harmful activity

Where reasonably possible, we will notify you before suspension or termination and give you an opportunity to remedy the breach. If your account is terminated for breach, you are not entitled to a refund of any prepaid subscription fees, except as required by applicable law.

10.4 Termination by you

You may terminate your use of the Platform at any time by canceling your subscription in accordance with Section 5 and closing your account by contacting hello@withvr.app. Your data will be retained and deleted in accordance with the data retention periods set out in the Privacy Policy.

11. Warranties and Disclaimer

Therapy withVR is hosted on Google Cloud Platform (Firebase) infrastructure; its database is located in the European Union (Belgium and the Netherlands). Google Cloud provides a 99.95% uptime Service Level Agreement for the underlying infrastructure services used by the Platform (see https://firebase.google.com/terms/service-level-agreement). withVR BV does not offer a separate uptime guarantee but uses commercially reasonable efforts to ensure Platform availability. withVR BV is not liable for downtime caused by factors outside its reasonable control, including outages of Google Cloud Platform or Firebase services, internet connectivity issues, or force majeure events. Scheduled maintenance will be communicated in advance where possible.

To the maximum extent permitted by applicable law, the Platform is provided "as is" and "as available" without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement.

withVR does not warrant that the Platform will be uninterrupted, error-free, or free from viruses or other harmful components. withVR does not warrant that the Platform will meet your specific professional or clinical requirements.

Nothing in this section excludes or limits withVR's liability for: death or personal injury caused by withVR's negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited under Belgian law or applicable mandatory law.

Professional responsibility: Therapy withVR is a customizable tool. All clinical, educational, and research decisions remain the sole responsibility of the professional user. AI-generated content within the Platform is a support tool only and does not constitute clinical advice, assessment, or recommendation.

12. Limitation of Liability

To the maximum extent permitted by applicable law, withVR's total liability to you for all claims arising under or in connection with this EULA, whether in contract, tort (including negligence), or otherwise, shall not exceed the total subscription fees paid by you in the twelve (12) months immediately preceding the event giving rise to the claim.

In no event shall withVR be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, loss of data, or business interruption, even if withVR has been advised of the possibility of such damages.

Notwithstanding the above, these limitations do not apply to:

- Liability for death or personal injury caused by withVR's negligence
- Liability for fraud or fraudulent misrepresentation
- Liability for personal data breaches caused by withVR's negligence, to the extent such liability cannot be limited under GDPR
- Any liability that cannot be excluded or limited under Belgian mandatory law or applicable consumer protection law

13. Indemnification

You agree to defend, indemnify, and hold harmless withVR and its affiliates from and against any claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from or related to:

- Your breach of this EULA or the Terms of Service
- Your violation of any applicable law or regulation in your use of the Platform
- Any claim by a third party arising from your user content
- Your upload or transmission of Protected Health Information or other data that should not have entered the Platform

This indemnification obligation does not apply to claims arising from withVR's own negligence or willful misconduct.

14. Communications

By creating an account, you agree that withVR may contact you by email for the following purposes:

- Notifying you of changes to the Platform, this EULA, the Terms of Service, or the Privacy Policy
- Sending Platform changelogs and update notifications
- Responding to your support requests
- Where you have opted in: sending newsletters, event information, or product updates

Data breach notifications will be sent in accordance with Section 9 of this EULA and the Privacy Policy.

For all enquiries: hello@withvr.app | For legal and data protection: legal@withvr.app | For technical support: support@withvr.app

15. Third-Party Services and Platform Operators

The Platform operates on Meta Quest hardware, which requires a Meta account. Your relationship with Meta is governed by Meta's own terms of service and privacy policy, which

are separate from this EULA. withVR is solely responsible for the Platform and its content; Meta (as Platform Operator) has no obligations under this EULA.

The Platform uses third-party services including Google Cloud / Firebase (infrastructure), Google Text-to-Speech (avatar voices), and OpenAI (optional AI features). From version 5.0.0, the VR App also checks with Meta that it was obtained from the Meta Horizon Store (see the Privacy Policy, Section 2.5). Your use of these services through the Platform is subject to those providers' terms. withVR is not responsible for changes to third-party services that affect the Platform's functionality.

Where OpenAI features are activated, the terms of Section 7 apply. withVR is not responsible for the outputs of third-party AI services and does not warrant their accuracy, appropriateness, or fitness for any clinical or professional purpose.

16. Changes to This EULA

withVR may update this EULA from time to time. If we make material changes, we will notify you at least 30 days before the changes take effect, by email and/or by an in-Platform notification.

Your continued use of the Platform after the effective date of the updated EULA constitutes acceptance. If you do not agree with the updated terms, you must stop using the Platform and cancel your subscription before the effective date.

The version number and effective date at the top of this document identify the version in force. Previous versions are available on request.

17. Disputes

"Dispute" means any dispute, claim, demand, or controversy between you and withVR arising out of or relating to this EULA, the Platform, or your use of it, whether based in contract, tort, statute, or any other legal or equitable theory.

In the event of a dispute, we encourage you to contact us first at legal@withvr.app. We will make reasonable efforts to resolve disputes informally before any formal proceedings are initiated.

18. Governing Law and Jurisdiction

This EULA is governed by Belgian law. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any disputes arising under or in connection with this EULA shall be subject to the exclusive jurisdiction of the competent Courts of the city of Ghent, Belgium.

Nothing in this section limits the mandatory rights of consumers under the law of their country of residence, including protections afforded under EU Regulation 593/2008 (Rome I) and EU Regulation 1215/2012. Consumers in the EU retain the right to bring proceedings before the courts of their place of habitual residence.

19. Miscellaneous

Provision	Effect
Severability	If any provision of this EULA is found to be invalid or unenforceable, it will be severed from the remaining provisions, which will continue in full force and effect.
Waiver	Failure by withVR to enforce any provision of this EULA does not constitute a waiver of that provision or any other provision.
Entire agreement	This EULA, together with the Terms of Service, Privacy Policy, and all policies referenced therein or published at withvr.app, constitutes the entire agreement between you and withVR with respect to the Platform and supersedes all prior agreements.
Survival	Provisions that by their nature should survive termination, including intellectual property rights, data obligations, limitation of liability, and governing law, will do so.
Assignment	You may not assign or transfer your rights or obligations under this EULA without withVR's prior written consent. withVR may assign its rights to a successor entity in the event of a merger, acquisition, or sale of substantially all of its assets.