

PHYSISENS TERMS & CONDITIONS

Last Updated: February 16, 2026

1. INTRODUCTION

These Terms & Conditions (“Agreement”) govern your access to and use of:

- The PhysiSens mobile application (“Application”)
- The PhysiSens SmartSleeve hardware device (“Hardware”)
- The PhysiSens website (“Site”)
- All related software, analytics, services, and content (collectively, the “Service”)

The Service is provided by **PhysiSens LLC** (“PhysiSens,” “we,” “us,” or “our”).

By accessing or using the Service, you agree to be bound by this Agreement.

If you do not agree, you may not use the Service.

2. DEFINITIONS

- **“User” / “You”** — Any individual accessing or using the Service.
- **“Therapist”** — A licensed physical therapist or other professional using the Service to view patient data or assign exercises.
- **“Patient”** — An individual whose sensor data, activity metrics, or profile information is collected or displayed through the Service.
- **“Data”** — Includes sensor data, movement metrics, user-reported pain/discomfort levels, exercise performance, and any other information processed by the Service.
- **“Hardware”** — The PhysiSens SmartSleeve and any accessories.
- **“Application”** — The PhysiSens mobile app (iOS and Android).

3. WELLNESS DEVICE & SOFTWARE DISCLAIMER

3.1 Not a Medical Device

The Hardware and Application are **general wellness and fitness tools only**.

They are **not medical devices** and have **not** been reviewed, cleared, or approved by the U.S. Food and Drug Administration (FDA) or any other regulatory authority.

3.2 No Medical Use

The Service does **not**:

- Diagnose, treat, cure, prevent, or monitor any disease or medical condition
- Provide medical advice
- Replace a licensed healthcare provider
- Provide clinically validated measurements
- Interpret pain, discomfort, or injury

3.3 Estimates Only

All biometric measurements, movement analytics, ML-generated form-accuracy indicators, and performance metrics are **estimates only** and may be inaccurate or incomplete.

3.4 Consult a Professional

Always consult a licensed healthcare provider before making medical decisions or changes based on information from the Service.

If you believe you are experiencing a medical emergency, call emergency services immediately.

4. ELIGIBILITY (18+ ONLY)

The Service is intended for individuals **18 years of age or older**.

By using the Service, you represent and warrant that:

- You are at least 18 years old
- You have the legal capacity to enter into this Agreement

Individuals under 18 may not use the Service.

5. ACCOUNT REGISTRATION

To access certain features, you must create an account and provide accurate, complete, and up-to-date information.

You agree that:

- You will not impersonate another person
- You will maintain the confidentiality of your login credentials
- You are responsible for all activity under your account

PhysiSens may suspend or terminate accounts that violate this Agreement.

6. LICENSE TO USE THE APPLICATION

Subject to this Agreement, PhysiSens grants you a **limited, non-exclusive, non-transferable, non-sublicensable** license to use the Application on your personal device.

You may not:

- Reverse engineer, decompile, or modify the Application
- Rent, lease, or commercially exploit the Application
- Remove proprietary notices
- Access the Service using automated tools (bots, scrapers, crawlers)
- Use the Service for unlawful purposes

All rights not expressly granted are reserved by PhysiSens.

7. HARDWARE LICENSE (SMARTSLEEVE)

Unless otherwise stated in a written agreement, the SmartSleeve Hardware is provided as part of a **subscription license**, not sold outright.

You receive:

- A license to use the Hardware during your active subscription
- Access to the Application and analytics features

PhysiSens retains all ownership rights to the Hardware, firmware, and embedded software.

8. RESTRICTIONS & PROHIBITED USES

You may not use the Service to:

- Diagnose, treat, or monitor medical conditions
- Provide emergency communication
- Misrepresent your identity
- Upload unlawful, offensive, or infringing content
- Interfere with or disrupt the Service
- Attempt unauthorized access to PhysiSens systems

PhysiSens may suspend or terminate access for violations.

9. USER CONTENT & MESSAGING

The Service may allow:

- Patients to input pain/discomfort levels
- Therapists to view patient profiles
- Therapists and patients to communicate via in-app messaging

9.1 Responsibility for Content

You are solely responsible for all content you submit.

You agree that:

- You have the rights to submit the content
- Your content does not violate any laws or third-party rights
- PhysiSens is not responsible for therapist–patient interactions

PhysiSens may remove content that violates this Agreement.

10. PROFESSIONAL USE DISCLAIMER

Therapists using the Service acknowledge:

- PhysiSens does **not** provide clinical decision support
- PhysiSens does **not** validate or guarantee data accuracy
- PhysiSens is **not** responsible for treatment decisions
- PhysiSens does **not** establish a provider–patient relationship

Therapists remain solely responsible for:

- Clinical judgment
- Exercise prescriptions
- Interpretation of patient-reported information
- Compliance with professional and legal obligations

11. FEES, PAYMENT & SUBSCRIPTION TERMS

11.1 Payment Methods

Fees may be paid via:

- Invoice
- Wire transfer
- ACH

- Check
- Other approved methods

11.2 Subscription Term

Subscriptions renew according to the terms provided at purchase.

11.3 Suspension for Non-Payment

PhysiSens may suspend or terminate access for failure to pay fees when due.

11.4 No Refunds

Except where required by law, all fees are **non-refundable**.

12. NO MEDICAL ADVICE

The Service does **not** provide medical advice.

All information is for **general wellness and fitness purposes only**.

Always consult a licensed healthcare provider for medical concerns.

13. ASSUMPTION OF RISK

Using the Hardware and participating in physical exercise involves inherent risks.

You voluntarily assume all risks associated with:

- Physical activity
- Use of the Hardware
- Use of the Application
- Interpretation of data

PhysiSens is not responsible for injuries or adverse outcomes.

14. WARRANTY DISCLAIMER

Except as expressly stated in the Limited Warranty, the Service is provided “**AS IS**” and “**AS AVAILABLE**”, without warranties of any kind.

PhysiSens does **not** warrant that:

- The Service will be accurate, reliable, or error-free
- Biometric or movement data will be correct
- ML-generated form-accuracy estimates will be precise
- The Service will meet your expectations

All implied warranties are disclaimed to the fullest extent permitted by law.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- PhysiSens is **not liable** for indirect, incidental, special, punitive, or consequential damages
- PhysiSens is **not liable** for injuries related to exercise or physical activity
- PhysiSens is **not liable** for reliance on data, metrics, or analytics
- PhysiSens’ total liability will not exceed **\$100**, or the amount paid for the Hardware if the claim relates to the Hardware

Some jurisdictions do not allow certain limitations; those limitations apply only where permitted.

16. INDEMNIFICATION

You agree to indemnify and hold harmless PhysiSens from all claims, damages, losses, liabilities, and expenses arising from:

- Your use or misuse of the Service
- Your violation of this Agreement
- Your content or communications
- Your interactions with therapists or patients

17. RETURN POLICY & LIMITED WARRANTY

The SmartSleeve Hardware is subject to PhysiSens’:

- **Return Policy** — available at: [URL]
- **Limited Warranty** — available at: [URL]

These documents are incorporated by reference.

18. APP STORE TERMS (APPLE & GOOGLE PLAY)

18.1 Apple App Store

If you use the Application on an Apple device:

- Apple is not responsible for the Application
- Apple has no obligation to provide support
- Apple is not liable for claims related to the Application
- Apple is a third-party beneficiary of this Agreement

18.2 Google Play

If you use the Application on an Android device:

- Google is not responsible for the Application
- Google has no obligation to provide support
- Google is not liable for claims related to the Application

19. TERMINATION

PhysiSens may suspend or terminate your access at any time, with or without cause.

Upon termination:

- You must stop using the Service
- Your Hardware may no longer function properly
- Sections that should survive termination will continue to apply

You may terminate your account by contacting:

winstondemartini@physisens.com

20. DISPUTE RESOLUTION

20.1 Informal Resolution

You agree to attempt to resolve disputes informally by contacting:

winstondemartini@physisens.com

20.2 Arbitration

Unresolved disputes will be resolved by **binding arbitration** under the rules of JAMS.

- Arbitration will occur in New York
- The arbitrator's decision is final
- Either party may seek injunctive relief in court

20.3 Class Action Waiver

You may only bring claims **individually**.

Class actions, collective actions, and representative actions are prohibited.

21. GENERAL PROVISIONS

- This Agreement is governed by the laws of New York
- If any provision is invalid, the remainder remains enforceable
- PhysiSens may assign this Agreement; you may not
- This Agreement is the entire agreement between the parties
- Modifications must be in writing unless otherwise stated

22. CONTACT INFORMATION

PhysiSens LLC

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USA

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