

AI Support Disclosure & Client Consent

Please read this before you start using Psybird · Version 2026-10-16 · Effective October 16, 2026

1. Introduction

Psybird.ai (“Psybird” or “Psy”), operated by Any Percent LLC, is an artificial-intelligence tool that your clinician may use to give you extra support between sessions. Psybird is used only as part of the care your licensed clinician directs. Psybird is not a clinician, doctor, healthcare provider, or crisis service, and it does not replace professional mental-health treatment. Please read this carefully, and ask your clinician about anything that is unclear.

2. You are talking with an AI, not a person

When you use Psybird, you are communicating with an artificial-intelligence system, not a human. Psy says so on the screen where you chat with it, says so when you start, and says so again when you come back after a week away. If you ever ask Psy what it is, or whether you are talking to a person, it will tell you plainly that it is an AI assistant, not a person and not your clinician. Psy may offer emotional support and encouragement, help you reflect on your thoughts, feelings, and behaviors, guide the exercises your clinician assigns, and help you keep up the skills your clinician has asked you to practice between sessions. Psy does not diagnose or treat any condition, does not provide therapy or counseling, and does not make treatment decisions. Psy is not a substitute for clinical care. Your clinician remains responsible for your care.

What Psybird records for your clinician. The exercises you complete, your check-ins, and your questionnaire scores are recorded, with the date, and shared with your clinician, who may review them as part of your care and may use them to document that care. Psybird is software your clinician uses as part of your treatment. It has not been reviewed, cleared, or approved by the U.S. Food and Drug Administration, and it does not treat any condition on its own.

3. Important: Psybird is not for emergencies and is not watched in real time

No one watches your Psybird conversations as they happen. Your clinician does not see your messages live, and nothing you send is reviewed as you write it. Any automated flags or summaries are made available to your clinician for later review and may not be seen right away, or at all outside of a scheduled review. Do not use Psybird to get help in an emergency.

If you are thinking about harming yourself or someone else, or you are in crisis, stop and get help now. In the U.S., call or text 988 (the Suicide and Crisis Lifeline), call 911, or go to the nearest emergency room. Outside the U.S., contact your local emergency number or crisis resources. Psy may also remind you of these resources, but never rely on Psybird as your only source of help in an emergency.

4. Your clinician's involvement and access

Psybird works alongside your relationship with your clinician. Your clinician may access information from your use of Psybird (including your conversations with Psy, direct messages you exchange with your clinician through the app, your exercise completion and engagement, notes your clinician enters, and reports or summaries generated through the platform) and may review it to understand your progress and support your treatment.

If your clinician works within a clinic. If your clinician's practice is part of a clinic that uses Psybird, people at the clinic can see what the clinic allows each of them to see. Those it allows to see clinical

records can see everything your clinician can see in Psybird, including your conversations with Psy and your messages, and including what was recorded before your clinician joined the clinic. The clinic may book, move or cancel your sessions, and Psybird tells you when it does. The clinic may also move your care to another clinician in the same clinic; if it does, Psybird tells you your new clinician's name, and your booked session times stay the same with them. The clinic may add to your documents a form you signed outside Psybird, which you can open in the app. If the clinic removes your clinician from the clinic, it keeps a read-only copy of your record as it stood that day. People at the clinic do not write your clinician's notes and do not message you or call you as your clinician.

Messages from your clinician's clinic. The clinic may write to you in the app, in a conversation of its own that shows the clinic's name, and you can reply there. You see that conversation only once the clinic has written to you. Everyone at the clinic who uses Psybird can read it and write in it. Your clinician does not see it in their own practice, unless the clinic has also given your clinician access to the clinic's side of Psybird. A notification of a new message there says only that you have a new message from your clinic, and the clinic does not email you through Psybird. The clinic may send you a superbill there, a record of the sessions you have paid for that you can give your insurer. If you leave your clinician's practice, or your clinician's practice leaves the clinic, you can no longer see that conversation, and the clinic keeps its record of it.

Video and voice calls. If your clinician offers calls through Psybird, calls connect directly between you and your clinician and are encrypted.

Psy's notes from your sessions. Your clinician may have Psy take notes in your sessions: in person, by recording the session on their device, and in a video or voice call, by recording the call. Whether Psy does is your clinician's choice, made once when they set up your care, and it is your clinician's responsibility to ask your permission first and to follow the recording consent rules in your state, including getting your written consent where your state requires it; Psybird records their answer and its date. Your clinician can stop a recording at any time. The audio is sent to Psybird, where our cloud provider's AI service turns it into a transcript and Psy drafts a session note from it. The audio is deleted once the draft is written; if the AI service is busy, we keep trying for up to 72 hours after the recording ends, then delete the audio. The transcript is kept only so your clinician can check the draft against what was said, until your clinician signs the note, and for no more than 30 days after the recording ends; then it is deleted. Neither is used to train public or third-party AI models. The note your clinician signs becomes part of the records your clinician keeps about your care; like their other clinical notes, it is theirs, and you do not see it in the app. If you would rather a session were not recorded, tell your clinician.

5. How your information is used

Psybird's artificial-intelligence features run on Google Cloud, through Google Cloud's AI service. It is covered by the same healthcare data-protection agreement (a HIPAA Business Associate Agreement) that covers the rest of your information, in every region the service may run in. Your conversations are not sent to any separate AI company. Your information is used to provide Psybird's features and to support the care your clinician directs. Psybird does not use your private conversations to train publicly available AI models, and does not sell your information or use it for advertising. Psybird uses service providers (for example, for secure databases, AI processing, and hosting) that are required to protect your information.

6. Storage of your information

So Psy can keep the conversation flowing, it uses a limited window of your recent messages as context, with short summaries, written by the same AI, of your earlier chats and, in a long chat, of its older part; it does not use your entire chat history word for word for that purpose, though what you write about harm or a crisis is always kept word for word for it. You still see your whole chat, and your clinician can see where it was summarized. Separately, the platform keeps records of your activity and engagement (for example,

your chats with Psy, message by message, the days you used Psy, your messages with your clinician and with their clinic, and summaries for your clinician) so your clinician can support and document your care. Information is kept and deleted according to Psybird's data-retention practices and applicable healthcare requirements.

If you delete your Psybird account, your login is deleted and you can no longer sign in, and Psybird deletes the copies it kept of your chats and messages from any practice you previously left.

Your clinician keeps the record of your care with them, including your conversations with Psy, your messages, and what you entered in the app. That record belongs to your clinician, not to Psybird, and they are required to keep it for a period set by law and by their professional obligations, in the same way they keep their other clinical records. Deleting your Psybird account does not delete it, and their billing records, including your name and payment history, are kept on the same basis. For a copy of your complete record, including billing, ask your clinician.

6A. If your clinician bills you through Psybird

Some clinicians use Psybird to keep track of what their clients owe them. If yours does, that record belongs to your clinician. Psybird never receives or holds your money, and takes nothing from what you pay.

You will not see billing inside the app, except a superbill that your clinician's clinic may send you in its conversation with you (Section 4). Anything else about money comes from your clinician, or their clinic, directly. If your clinician asks you to keep a card on file, they send you a link to a page run by Stripe, their payment processor; you enter the card there, and Psybird never sees the card number. That page says what you allow when you save the card and links to your clinician's financial policy. Stripe emails you a receipt for each charge and each refund. If your clinician's clinic does their billing, the clinic does this instead, on its own Stripe account and in its own name.

If your provider bills your insurance. If your provider bills your health plan, they use Psybird to check your coverage and to send claims for your care. Those go through the health care clearinghouse Psybird engages (currently Stedi, Inc.), which passes them to your plan and passes your plan's answers back. What Psybird sends is what the transaction requires: your name, date of birth, sex, home address, your member and group numbers, the name and date of birth of the person who holds the policy if that is not you, your provider's practice and identification details, the diagnosis codes your provider selected, the service codes, the dates of service, and the amounts charged. If a second plan is billed after the first, what the first plan paid and the reasons it gave are sent to the second plan as well. Your plan sends back what it covers, what it paid and what you owe, and Psybird keeps that for your provider. Your provider, not Psybird, decides what is billed and which codes go on a claim.

If you pay for a service yourself in full and ask that your health plan not be told about it, tell your provider. They are required to honor that (45 CFR 164.522), and they can switch coverage checks and claims off for you in Psybird. It does not pull back a claim that has already gone, so tell them before the visit, or as soon as you can after it.

Assigning benefits, and releasing information. Almost every claim tells your plan two things: that you have asked it to pay your provider directly for what it covers, instead of sending the money to you, and that you have agreed your provider may give the plan the information it needs to decide the claim, including your diagnosis. Health plans expect your provider to hold your signature on both. Agreeing to this document is not that signature: it is not an assignment of your insurance benefits and it is not an authorization to release your records to your plan. If your provider needs either of those from you, they will send it to you to sign separately in Psybird, and you will see it on your home screen and under Documents in your Settings.

If your clinician practises under supervision. Some clinicians who are not yet fully licensed practise under a licensed supervisor, as their state allows. If yours does, the supervisor's name is printed on your superbills and named on insurance claims for your care, and your clinician names the supervisor when asking for your consent to care management or remote monitoring.

7. Privacy and your health information

Psybird uses reasonable measures to help protect your information, including secure sign-in, access controls, encryption, and permission-based access. When your information is handled by your healthcare provider, it may be protected under the Health Insurance Portability and Accountability Act (HIPAA). Depending on where you live, it may also be protected by state laws, including the Washington My Health My Data Act. This document, together with any separate privacy notice your clinician or Psybird provides, describes how your information is collected, used, and shared.

8. Psybird supports (it does not replace) your clinician

Psy is a supportive tool used under your clinician's direction. It does not provide therapy, counseling, psychotherapy, or clinical care, and it does not act as a licensed professional. Your clinician decides whether Psy is appropriate for you, oversees how it is used, and makes all decisions about your treatment. Because laws about AI in mental health differ from state to state, Psybird may not be available everywhere; your clinician is responsible for confirming that its use is appropriate and lawful for you.

9. If you are under 18

Psybird is not available to children under 13. If you are 13 to 17 (or under the age of legal adulthood in your state), a parent or legal guardian must review and agree to this document before you use Psybird, unless your clinician confirms that applicable law allows you to consent on your own. Your clinician is responsible for determining and documenting what is required.

10. AI can make mistakes

Artificial-intelligence systems can make mistakes and can give information that is wrong, incomplete, or not right for your situation. Treat what Psy says as supportive reflection, not professional or medical advice. Talk with your clinician about any important concerns, symptoms, or decisions.

11. Your participation is voluntary

Using Psybird is voluntary. You may stop at any time, and you may withdraw your consent by telling your clinician. Choosing not to use Psybird will not, by itself, prevent you from receiving care from your clinician. Your clinician can explain how withdrawing affects any related services.

12. Your consent

By checking the boxes and selecting "I agree" in the Psybird app, you acknowledge that you have read and understood this document and you agree to the following:

- I understand my clinician may review my Psybird conversations, messages, engagement, and activity; that if my clinician works within a clinic on Psybird, people at the clinic may see them too; and that messages I exchange with the clinic itself are read by people at the clinic.
- I understand Psybird is not monitored in real time and is not for emergencies, and I know how to get emergency help (call or text 988, or call 911).
- I understand Psybird is not a replacement for my clinician and is a tool used to support the care my clinician directs.

- I understand AI responses may not always be accurate.
- I understand no AI is trained off of my data.
- I consent to the collection, use, and sharing of my health-related information through this app with my clinician, and with my clinician's clinic if they work within one, as described in this document and the privacy policy.
- I consent to using Psybird as part of the care directed by my clinician.
- If my clinician bills my insurance, I assign my insurance benefits to my clinician, or to the practice that bills for them, and allow them to share with my insurer what it needs to pay my claims.

On the same screen, in a separate box, you also agree to the Terms of Use for Clients. That is an agreement about using the app. It is not part of the consent above, and the consent above is not given by agreeing to it:

- I agree to the Psybird Terms of Use for Clients, the agreement between me and Psybird about using the app, including the limit on Psybird's responsibility in Section 12.

How your agreement is recorded

Electronic agreement. Your agreement is given by checking the boxes above and selecting “I agree” in the app. It is recorded electronically together with your account, the version of this document you agreed to, and the date and time of acceptance, and it has the same legal effect as a handwritten signature under the federal E-SIGN Act and applicable state electronic-signature law. This document is published at psybird.ai/consent and can be downloaded there at any time, a copy is always available at app.psybird.ai/legal/patient-consent.pdf, your clinician can give you one on request, and you may withdraw your consent as described in Section 11.

If you are 13–17. Your parent or legal guardian must also review this document and give their consent before you use Psybird. Your clinician collects and documents that consent, electronically or in writing, as part of enrolling you and keeps it with your file. Psybird does not collect it and does not check anyone's age.

Prefer paper? Your clinician may also give you this document on paper and keep your signed copy in their records; you will still be asked to agree in the app before you use Psybird.

12A. Insurance billing: assignment of benefits and release of information

If my clinician bills my health insurance for my care, I assign to my clinician, or to the practice that bills for them, the insurance benefits that would otherwise be paid to me for those services. I authorize my clinician and that practice to release to my insurer, and to the clearinghouse that sends claims for them, the information my insurer needs to process and pay my claims, such as who I am, my diagnosis, and the dates and kinds of services, and, when my insurer asks for them, the records of those services. This never includes my clinician's separate psychotherapy notes. This lasts while I receive care and until my claims are settled. I may revoke it in writing at any time, but not for claims already sent. A copy of this consent is as valid as the original.