

Terms of Use for Clients

For people whose clinician uses Psybird

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Operated by	Any Percent LLC, a Washington limited liability company, doing business as Psybird.ai

These Terms of Use (these “Terms”) are the agreement between you and Psybird about using the app. Your clinician chose Psybird as part of your care. This document is about the app itself, and it is short on purpose.

Two things before you start

IMPORTANT: NOT A CRISIS SERVICE. Psybird is not your clinician and is not an emergency or crisis service. If you are in danger, or you are thinking about harming yourself or someone else, 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. If something feels wrong during an exercise, stop.

These Terms are not your consent to anything. Consent is given separately, in the AI Support Disclosure and Client Consent you check off in the app, and where the law requires a separate authorization we ask for that separately too. These Terms are not that consent and not that authorization.

1. Who we are, and who your clinician is

Psybird.ai is operated by Any Percent LLC, a Washington limited liability company. Your clinician, or the practice they work in, chose Psybird and invited you to it.

Your care comes from your clinician. Using Psybird does not create a clinician and client relationship, or any other provider and patient relationship, between you and Psybird. We do not practice any licensed profession. We do not give medical advice, make a diagnosis, or make any decision about your treatment. Anything to do with your care is a question for your clinician.

If your clinician is not yet fully licensed and practises under a licensed supervisor, as some states allow, your superbills and insurance claims name the supervisor, and so does any consent your clinician asks you for before care management or remote monitoring.

2. What you can do in Psybird

Depending on what your clinician turns on, you can talk with Psy, our AI assistant; do the exercises, meditations and check-ins your clinician assigns; follow a home exercise program with videos, timers and counters, and record how each workout went; send direct messages to your clinician and, once their clinic has written to you, to the clinic; join video or voice calls with them; read and sign documents they send you; and see your appointments and reminders.

Your clinician decides which of these you get. They can pause Psy for your account at any time, and if they do, the app tells you so.

3. Psy is an AI, not a person, and not your clinician

When you write to Psy you are writing to an artificial-intelligence system, not to a human. Psy can be wrong. It can tell you something incomplete, out of date, or not right for your situation. Treat what it says as supportive reflection, never as professional advice.

Some of the other material in the app is generated by AI as well, including exercises, meditations and the cards on your home screen. Your clinician assigns your plan; the wording you read may have been written by the AI.

Your clinician can see your Psy conversations, your messages, your exercise activity and the summaries the app makes. Nothing you write to Psy is private from your clinician. If your clinician works within a clinic that uses Psybird, people at the clinic may see them too (Section 7A). Messages you exchange with the clinic itself are read by the clinic's people; your clinician sees them only if the clinic has also given your clinician access to the clinic's side of Psybird.

If your clinician is a physical therapist. Psy can talk you through your exercises and answer questions about them, including about pain, and it may suggest easing off, doing more, or trying a different exercise. Those suggestions are general information, not your physical therapist's instructions, and they never change your program. You decide whether to follow one, for example by using fewer repetitions for one day. When in doubt, follow the program and the precautions your physical therapist gave you, and ask them.

Where your physical therapist has set up easier and harder versions of an exercise, the app may move you to another of those versions, for example after a run of workouts you rated too easy, or after your pain rose past the limit your physical therapist set. Your physical therapist is told each time and can undo it.

3A. Exercise carries risk (if your clinician is a physical therapist)

PLEASE READ THIS SECTION CAREFULLY. IT IS ABOUT THE RISK OF INJURY FROM EXERCISE, AND IT SAYS WHAT YOU ACCEPT.

Exercise, including the exercises in a home program, can cause injury, and the risk is never zero, even when the program is right for you. Your physical therapist chose your program and is responsible for it and for your care. Do only the exercises your physical therapist assigned, at the amount they set and within the precautions they gave you. Stop if you feel sharp pain, pain that keeps getting worse, dizziness, new numbness or tingling, or anything that feels wrong, and tell your physical therapist. For chest pain or pressure, trouble breathing at rest, fainting, sudden weakness or numbness, slurred speech, or a fall with a head injury, call 911.

YOU DECIDE WHETHER, WHEN, AND HOW MUCH TO EXERCISE. AS BETWEEN YOU AND PSYBIRD, YOU ACCEPT THE RISKS THAT COME WITH EXERCISE ITSELF. PSYBIRD DOES NOT PRESCRIBE EXERCISE, DOES NOT WATCH YOU EXERCISE, AND CANNOT SEE HOW YOU MOVE.

This Section does not limit your physical therapist's responsibility for your care, and it does not limit any responsibility Psybird has that the law does not allow to be limited, including the responsibilities Section 12 keeps.

4. Nobody is watching in real time

No one reads your Psybird messages as you write them. Your clinician does not see them live, and neither does anyone at their clinic. Anything the app flags or summarizes is there for your clinician to read later, and they may not read it right away, or at all outside a scheduled review.

Psy may show you crisis resources, but never rely on Psybird to get you help. In an emergency, call or text 988, call 911, or go to the nearest emergency room. Outside the U.S., use your local emergency number.

5. Your account

You must be at least 13 years old to use Psybird with a mental health clinician, and an adult (at least 18, and at least the age of majority where you live) to use it with a physical therapist. If you are 13 to 17, or under the age of legal adulthood where you live, a parent or legal guardian must review the consent document with you. Your clinician collects and documents that consent and is responsible for what your state requires.

Your account is yours alone. Keep your password to yourself, use a device you trust, and sign out when you are on a shared computer: signing out also clears the copy of your information your browser keeps so the app works on a poor connection. If you think someone else has been in your account, tell your clinician and email us at support@psybird.ai.

6. Using Psybird fairly

Please do not: use someone else's account, or let anyone use yours; try to reach a part of the service that is not yours; probe, scan or interfere with the service or the security around it; upload anything built to cause harm; use Psybird to threaten, harass or abuse anyone, including your clinician; use it for anything unlawful; or copy it, resell it, or use it to build a competing product.

If what you are doing puts other people, your clinician's records, or the service at risk, we may limit or suspend your access, for example by pausing Psy for you or suspending your login, and we will tell your clinician's practice. Your care is between you and your clinician, and losing access to the app does not end it.

7. Your record belongs to your clinician's practice

Your clinician's practice holds the record of your care. Psybird holds it for them, as their service provider. Your clinician is responsible for your clinical care and for the records they create or keep. Requests for a copy of your record, for a correction, or for an accounting of disclosures go to your clinician, not to us, and their HIPAA Notice of Privacy Practices explains how to make one.

You can download a copy of your own information from the app at any time, in Settings: what you wrote, your conversations with Psy, your messages with your clinician, your check-ins, the letters Psy wrote you, your sessions and a list of the documents you signed; each signed document opens and saves from Documents in your Settings.

If you leave your clinician's practice, you can download a copy of your file from the app until you join a new practice. If your care is transferred, your file moves to the new practice, except your messages with your former clinician and the documents you signed there, which stay with the practice you leave; and when the new practice is a different practice, your choice about having calls turned into session notes does not move, and the new practice asks you again. Either way, that practice keeps the records it is required to keep. Your clinician can also remove you from their practice. The next time you sign in, the only thing you can do is download a copy of what you could see in the app. Your login, that copy and any copy kept for you from a practice you left before are deleted once you download it, or after 30 days, so download what you want to keep in that time; your clinician keeps the records they must keep. If you delete your Psybird account, your login and your access are removed, and your chart is not deleted: your clinician's practice keeps the clinical records it must retain and the billing records that carry your name and payment history. Download what you want before you delete anything.

7A. If your clinician works within a clinic

Some clinicians use Psybird as part of a clinic. If yours does:

- people at the clinic can see your record in Psybird as the clinic allows each of them, and those it allows to see clinical records can see all of it, including your conversations with Psy, your messages and your documents, and 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 move your care to another clinician in the same clinic. If it does, Psybird tells you your new clinician's name, your booked session times stay the same with them, and your record is copied to their practice, while the practice you leave keeps the records it is required to keep;
- the clinic may add to your documents a form you signed outside Psybird, which you can open in the app;
- the clinic may write to you in a conversation of its own, under the clinic's name, which you see only once it has written to you and where you can reply. Everyone at the clinic who uses Psybird can read it. Your clinician cannot, unless the clinic has also given your clinician access to the clinic's side of Psybird. A notification says only that you have a new message from your clinic, the clinic does not email you through Psybird, and it may send you a superbill there. If you leave your clinician's practice, or your clinician's practice leaves the clinic, you can no longer see the conversation, and the clinic keeps its record of it; and
- if the clinic removes your clinician from the clinic, the clinic keeps a read-only copy of your record as it stood that day, whether your care moves to another clinician in the clinic or stays with your clinician.

People at the clinic do not write your clinician's notes, and do not message you or call you as your clinician. Questions about the clinic go to your clinician or to the clinic.

8. Money

Psybird charges you nothing. You have no subscription with us, we never bill you, and we never take money from you.

If your clinician bills you, that is between you and their practice, and Psybird is the software their practice uses to keep track of it. We never receive or hold your money and we take nothing out of what you pay. If your practice 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 number. That page says what you allow when you save the card and links to your practice's financial policy. Any authorization you give for that card is an agreement with your practice, not with us. Stripe emails you a receipt for each charge and each refund, in your practice's name. Psybird does not email you about money, and if a charge is declined, nothing is sent to you automatically. If your clinician works within a clinic, the clinic may do this billing for your clinician, and then your card payments go to the clinic's own Stripe account, the receipts are in the clinic's name, and the clinic may send you a superbill in its conversation with you (Section 7A).

9. What you write, and what is ours

What you write stays yours. By using Psybird you give us permission to store, process and display it so that we can run the service for your clinician's practice, and for nothing else. We do not sell your information, we do not use it for advertising, and we do not use what you write to train any AI model. The AI Support Disclosure and Client Consent and our Privacy Policy explain how your information is handled.

The app itself, including its software, design, words, exercises and artwork, belongs to Psybird, except material your clinician adds, such as exercise videos, which belongs to them or to whoever licensed it to them. You may use it for your own care while your account is open, and not for anything else.

10. Consents are separate, and some information has extra protection

Where the law requires a separate consent or authorization, we ask for it separately, and these Terms are not it.

Psybird is not built for substance use disorder treatment records covered by 42 C.F.R. Part 2, and practices agree not to put them in it. Psychotherapy notes and other information with heightened legal protection need the specific authorization the law requires, which must be separate from this agreement and which you can revoke.

11. What we do not promise

We work hard to keep Psybird running, and we cannot promise that:

- it will always be available, on time, or free of errors;
- it will meet your particular needs;
- what Psy says will be accurate, complete or right for you; or
- a message, reminder, call or notification will always get through.

Psybird is provided as it is. Do not rely on it for anything urgent.

12. Our responsibility to you

If something goes wrong and it is our fault, our total responsibility to you for everything connected with these Terms is limited to one hundred United States dollars. We are not responsible for indirect or consequential losses, such as lost time, lost earnings or lost data.

This limit does not apply to anything that cannot be limited by law, and it does not apply to our own fraud, our gross negligence, or death or personal injury caused by our negligence. Nothing here limits your rights under health privacy law, and nothing here stops you from complaining to a regulator.

13. If there is a problem between us

Email support@psybird.ai first and tell us what happened. Most things are settled that way, and we will reply.

We do not ask you to give up your right to go to court, and we do not require you to arbitrate. If it does come to a dispute, these Terms are governed by the law of the State of Washington, without its conflict-of-laws rules. You may bring a claim in small claims court where you live, and nothing in these Terms stops you from reporting a concern to a state or federal agency.

14. Changes, and ending your use

We may change these Terms. When we make a material change we will ask you to accept the new version the next time you open the app, and we will say what changed.

You may stop using Psybird whenever you like. Settings has two doors: leave your clinician's practice, or delete your account. Section 7 says what happens to your record either way. We may stop offering the service, and if we do we will tell practices in time for them to take their records out.

If we close your clinician's practice's account, you cannot sign in for up to 30 days. If the closure is undone, your account works again as before. If it is not, the practice is deleted, and you can then sign in again, with your own copy of your file, and join another practice.

15. How to reach us

Psybird.ai, operated by Any Percent LLC

Email: support@psybird.ai

For anything about your care, your bill or your records, contact your clinician.

How your agreement is recorded

Electronic agreement. You agree to these Terms by checking the box that names them and selecting “I agree” in the app. Your agreement 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/patient-terms and can be downloaded there at any time, a copy is always available at app.psybird.ai/legal/patient-terms.pdf, and your clinician can give you one on request.