

Terms of Service

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

IMPORTANT: NOT FOR EMERGENCIES. Psybird is not an emergency or crisis service and is not monitored in real time. If you are experiencing a medical or mental-health emergency, or thinking about harming yourself, call 911 (or your local emergency number), or call or text 988 (the U.S. Suicide & Crisis Lifeline). Do not rely on Psybird for urgent help. See Section 6.

PLEASE READ SECTION 20 CAREFULLY. IT REQUIRES THAT DISPUTES BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVES THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS. YOU MAY OPT OUT WITHIN 30 DAYS AS DESCRIBED THERE.

1. Agreement to these Terms

Applies to: All users

These Terms of Service ("Terms") are a binding agreement between you and Any Percent LLC, a Washington limited liability company, doing business as Psybird.ai ("Psybird," "we," "our," or "us") governing your access to and use of the Psybird platform, applications, and related services (the "Service"). By creating an account, accepting these Terms, or using the Service, you agree to them. If you do not agree, do not use the Service.

If you accept these Terms on behalf of a healthcare practice or other organization (a "Practice"), you represent that you are authorized to bind that organization, and "you" includes that organization.

Related documents. These Terms incorporate by reference the Psybird Privacy Policy and, for Clients, the Client Consent that applies to their care and the Terms of Use for Clients. A Practice also accepts the Clinician Services Agreement and Business Associate Agreement, and a physical therapy Practice also accepts its Physical Therapy Addendum; a clinic accepts the Clinic Services Agreement, and a person a clinic gives a login to its account accepts these Terms and the Privacy Policy (Section 8A). For a Practice that is a HIPAA covered entity or business associate, a separate Business Associate Agreement ("BAA") governs the handling of protected health information ("PHI"); to the extent the BAA conflicts with these Terms regarding PHI, the BAA controls (see Section 12).

1A. Which document applies to you

Applies to: All users

If you are a client, the Terms of Use for Clients is your agreement with Psybird, together with the AI Support Disclosure and Client Consent (for physical therapy, the AI Support Disclosure and Client Consent for Physical Therapy). Where these Terms of Service and the Terms of Use for Clients say different things about a client, the Terms of Use for Clients governs, and the Sections of these Terms addressed to Practices, including Sections 8, 8A, 10, 11, 16, 19 and 20, do not apply to you.

If you are a clinician or a practice, these Terms and the Clinician Services Agreement and Business Associate Agreement (with its Physical Therapy Addendum, for a physical therapy practice) both apply. Where they say different things, the Clinician Services Agreement governs, and its Part B governs over both where protected health information is concerned.

If you are a clinic or an organization with a clinic account, these Terms and the Clinic Services Agreement both apply. Where they say different things, the Clinic Services Agreement governs.

If a clinic gives you a login to its account, as a member of its staff, as one of its owners or as a clinician it gives clinic access, these Terms, including Section 8A, and the Privacy Policy apply to what you do there. The Clinic Services Agreement is the clinic's agreement with Psybird; you accept it only if you create the clinic's account.

2. Definitions

Applies to: All users

- **"Practice"**: a licensed provider or group that subscribes to the Service and invites Clients.
- **"Clinician / Authorized User"**: an individual authorized by a Practice to use the Service.
- **"Client"**: an individual invited by a Practice to use the Service as part of that Practice's care.
- **"Clinic"**: an organization with a clinic account on Psybird, to which clinicians link their Practices as seats.

- **“Clinic Person”**: an individual a Clinic gives a login to its clinic account: one of its owners, a member of its staff, or a clinician to whom it gives clinic access.
- **“Discipline”**: the kind of care a Practice provides through the Service, chosen when the Practice signs up: mental health or physical therapy. A “mental health Practice” and a “physical therapy Practice” are Practices of those Disciplines.
- **“Content”**: information submitted to or generated through the Service, including messages, notes, exercises, summaries, and letters.
- **“PHI”**: protected health information as defined under HIPAA.

3. Eligibility, accounts, and minors

Applies to: All users

Eligibility. To create an account or accept these Terms you must be at least 18 years old and able to form a binding contract, except that a Client aged 13 to 17 may be enrolled as described below.

Minors. A Client of a mental health Practice must be at least 13 years old. A Client aged 13 to 17 may use the Service only with a mental health Practice, only where permitted by law, and with the documented consent of a parent or legal guardian, obtained by the supervising Practice consistent with applicable minor-consent laws and kept by the Practice in the Client's record. The Practice is responsible for obtaining, verifying, and documenting that consent before enrolling a minor. Accounts are not available to children under 13. A Client of a physical therapy Practice must be an adult: at least 18 years old and at least the age of majority where they live.

Account security. You are responsible for maintaining the confidentiality of your credentials, for all activity under your account, for providing accurate information, and for not sharing your account. Notify us immediately at support@psybird.ai of any suspected unauthorized access.

4. Description of the Service

Applies to: All users

Psybird is an AI-supported platform that helps licensed health care professionals, including mental health clinicians and physical therapists, extend clinician-directed support to Clients between sessions and visits. Features may include AI-supported supportive conversations; clinician-assigned exercises and activities; for physical therapy, home exercise programs with demonstration videos, guided workouts with timers and repetition counters, and pain and effort ratings; secure direct messaging between a Client and their Practice, and between a Client and the Clinic their Clinician works within; encrypted video and voice calling; appointment scheduling and reminders; engagement tracking; clinician dashboards; progress information; and data exports supporting documentation workflows. The Service supports, and does not replace, clinician-directed care.

Changes to the Service. We may modify, add, or discontinue features from time to time. We will not make changes that materially reduce core functionality for a paid Practice during a paid term without notice.

5. Not medical advice or a healthcare provider

Applies to: All users

Psybird is not a healthcare provider, clinician, psychologist, counselor, physical therapist, physician, or emergency service, and does not practice medicine or provide healthcare. Psybird does not diagnose conditions, provide independent clinical assessments, make treatment decisions, provide emergency intervention, or replace professional healthcare. All clinical decisions and care are the sole responsibility of the licensed professional. Nothing generated through the Service is medical advice.

No credential verification. Psybird does not verify the identity, licensure, or credentials of any Practice, Clinician, or other user, and makes no representation that any user is a licensed professional. If any person misrepresents themselves as a licensed professional, Psybird is not responsible for their conduct or for any care, advice, or harm resulting from it. Clients should confirm a provider's credentials directly; every U.S. state offers a public license lookup through its licensing board.

6. Crisis situations and emergencies

Applies to: All users

The Service is not designed for emergencies and is not monitored in real time. Content that appears concerning may be summarized or flagged to the Client's Clinician for later review; this is not real-time monitoring and is not a substitute for emergency care. Do not use the Service to request urgent or emergency help.

If you are in crisis: call 911 (or your local emergency number), or call or text 988 (U.S. Suicide & Crisis Lifeline). The Service may also direct you to these resources.

During exercise: if something feels wrong, stop. 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. Tell your Clinician about new or worsening pain, numbness, tingling, or swelling.

Practice responsibility. Practices remain solely responsible for clinical monitoring, for their own duty-to-warn, mandatory-reporting, and safety-planning obligations, and for acting on any flags or information surfaced through the Service.

7. Artificial intelligence disclosure

Applies to: All users

The Service uses artificial intelligence to generate supportive interactions and summaries. You acknowledge that: you may be interacting with an AI system rather than a person; AI output can be inaccurate, incomplete, or otherwise flawed and may "hallucinate"; AI output is not professional or medical advice and does not reflect the views of any licensed provider; and the AI does not replace communication with your Clinician. Discuss significant concerns or treatment decisions with a licensed professional.

For physical therapy, Psy may talk you through your exercises, answer questions about them, including about pain, and suggest easing off, doing more, or trying a different exercise. A suggestion from Psy is general information, not an instruction from your Clinician, and it does not change your program. Follow the program and the precautions your Clinician set, and ask your Clinician before you change it.

AI processing is performed by our cloud provider's AI service within Psybird's HIPAA-covered infrastructure (see Section 14); a request may be served from a region outside the United States, and every region is covered by the same HIPAA Business Associate Agreement with Google. Client conversation Content is not sent to any separate AI vendor and is not used to train public AI models.

8. Practice and Clinician responsibilities

Applies to: Practices & Clinicians

Licensure representation. Each Practice and Clinician represents and warrants that every person providing care through the Service holds a current, valid license (or, for physical therapy, a license or a compact privilege) to provide the care they provide through the Service, in each jurisdiction where they practice and where each Client is located when care is provided. Psybird relies on this representation, does not independently verify licensure, and may suspend or terminate any account it reasonably believes has misrepresented identity or credentials. A Clinician who is pre-licensed and practises under a supervisor

represents that the supervision meets the law of each state where they practise and the rules of each payer billed for their services, and Psybird does not verify it.

Practices and Clinicians are responsible for: determining whether the Service is clinically appropriate for a given Client; confirming that their use of the Service is lawful in each jurisdiction where they practice or where a Client is located, including under state laws governing the use of AI in health care, including in mental or behavioral health care; obtaining any client consents required to use the Service and to enroll minors (including any consent required before conducting a recorded session); reviewing Client information as clinically appropriate and acting on flags; maintaining professional standards of care and making all treatment decisions; for physical therapy, prescribing each exercise program with its dose, precautions and stop rules, and deciding whether the app may move a Client between versions of an exercise; maintaining accurate medical documentation; supervising Authorized Users, including any assistant who provides care under a Clinician; and ensuring their billing and coding practices (including RTM) comply with applicable requirements. Psybird provides technology tools and does not determine clinical appropriateness or reimbursement eligibility.

Clinics. Where a Practice is a seat in a Clinic, the Clinic's people can see the Practice's records as the permissions the Clinic gave them allow: its owners and the people it allows to see clinical records see all of them, including Client records, notes and conversations with Psy and those made before the Practice joined the Clinic. They do administrative work in the Practice: scheduling, starting new Clients' intake, answering requests for new Clients offered to the Clinician, billing and claims, and documents and forms, including filing a form a Client signed outside Psybird. The Clinic may also write to a Client in a conversation of its own, under the Clinic's name, which the Clinician does not see in their own practice. The Clinic's people do not write or sign a Clinician's notes, and do not message or call a Client as the Clinician. Only the Clinic removes a seat, and it may move a Client to another clinician in the Clinic. Section 3D of the Clinician Services Agreement and the Clinic Services Agreement say more, and they govern.

8A. People at a clinic

Applies to: Clinic People

Where a Clinic gives you a login to its clinic account, whether as a member of its staff, as one of its owners or as a clinician to whom it gives clinic access, you act there for the Clinic, and the Clinic is responsible to Psybird for what you do, under its Clinic Services Agreement.

- **One login, yours alone.** Each person has their own login. Do not share it, keep your password to yourself, and tell the Clinic, and us at support@psybird.ai, if you think someone else has used it.
- **Only what the Clinic allows.** You see and do in the clinic account only what the permissions the Clinic gave you allow. Use what you see there, including any information about clients, only for the Clinic's work, keep it confidential, and follow the Clinic's instructions and its policies on protected health information.
- **A record of what you do.** Each change you make on the Clinic's side is recorded in the Clinic's history log under your name, and the Clinic's owners can read that log and your conversations with Psy in the clinic account.
- **When access ends.** The Clinic may change your permissions or remove your access at any time, and a removal takes effect at once. What you did stays in the Clinic's records under your name. A member of staff, or an owner other than the person who created the Clinic's account, may also close their own login, which ends only their own access and leaves the Clinic's account as it is; only the person who created the Clinic's account can delete it. A clinician whose clinic access ends keeps their own practice, which their Clinician Services Agreement governs.

- **Which documents apply.** You accept these Terms and the Privacy Policy. The Clinic Services Agreement is the Clinic's agreement with Psybird, and you accept it only if you create the Clinic's account.

9. Client responsibilities and acceptable use

Applies to: All users

You agree not to: attempt to gain unauthorized access to the Service or another user's information; circumvent or probe security controls; upload malicious code; use the Service for unlawful purposes; interfere with the Service's operation; record or intercept video/voice calls except through features the Service provides and with all required consents; or submit information about third parties that you are not authorized to share. Clients should use the Service as a companion to, not a substitute for, professional care and emergency support.

Exercise. If your Clinician is a physical therapist, the exercise in your program carries a risk of injury. You decide whether, when, and how much to exercise, and as between you and Psybird you accept the risks that come with exercise itself. Section 3A of the Terms of Use for Clients says more, and it governs for a Client.

10. Product classification and Remote Therapeutic Monitoring (RTM)

Applies to: Practices & Clinicians

Product classification. Psybird's client-facing monitoring functions (exercises and plans assigned by a Clinician, including physical therapy home exercise programs and the workouts, pain and effort ratings recorded while doing them, symptom and mood check-ins, standardized outcome measures, and the recording and sharing of that self-reported information with the treating Clinician) are software intended to help Clients with a diagnosed mental or behavioral health condition, or with a condition for which a physical therapist is treating them, maintain the skills and carry out the exercise programs their licensed Clinician has assigned, and to communicate self-reported information to that Clinician. Psybird understands these functions to fall within the definition of a device in section 201(h) of the Federal Food, Drug, and Cosmetic Act and within the categories of low-risk software functions for which the U.S. Food and Drug Administration has stated it does not intend to enforce premarket review, registration, or listing requirements (FDA, *Policy for Device Software Functions and Mobile Medical Applications*). Psybird has not been cleared or approved by FDA, and Psybird does not itself diagnose, treat, cure, mitigate, or prevent any disease or condition. The conversational assistant (Psy) is a Clinician-configured support feature; it is not a treatment and is not part of the monitoring functions described above. Scheduling, messaging, video, notes, and billing tools are administrative functions, not device functions.

What the Service provides. The Service records Client engagement with assigned exercises, check-ins, and outcome measures, counted as distinct calendar days on which a Client completed at least one assigned item ("engagement days"); measures time a Clinician spends working a Client's record in the Service and on calls placed through it, and logs messages the Clinician sends; and produces reports, summaries, and export files that a Clinician may use as documentation supporting RTM or other services. For a mental health Practice, conversations with Psy and direct messages are never counted as engagement days. For a physical therapy Practice, a message a Client types to Psy or to their Clinician that the Service identifies as relating to their condition or program may be listed as a data day on the monthly report, and the Clinician reviews every listed day and may remove any day before signing. Any billing code, threshold, or payment amount the Service displays is informational only, reflects Psybird's reading of published CPT descriptors and Medicare national payment amounts, and may be incomplete, outdated, or inapplicable to a given payer, locality, or license type.

What the Practice is responsible for. Practices and Clinicians are solely responsible for determining whether any service is billable, including whether their license type may bill RTM under Medicare, Medicaid, or a commercial plan; whether the Service, as used with a particular Client, satisfies a payer's device, ordering, consent, data, time, and interactive-communication requirements; ordering the service and documenting medical necessity; obtaining Client consent; performing and documenting the setup and education, monitoring, and treatment-management work; selecting codes; verifying eligibility and coverage; and submitting accurate claims. Reports attested in the Service are attested by the Clinician, not by Psybird.

Exporting a month instead of filing it. A Clinician may export a signed remote monitoring month for a biller outside the Service instead of filing it through the Service. A month is either filed through the Service or exported, never both, and an exported month is the Clinician's, and their biller's, to file. The Service does not send an export anywhere.

Claims and coverage checks through the Service. Where a Practice has turned on insurance billing, the Service can check coverage and transmit claims to payers through a health care clearinghouse for each Client whose insurance billing is switched on. Psybird transmits coverage checks at the Clinician's direction, and transmits a claim on the Clinician's behalf after the Clinician approves it in the Service: by submitting it, by completing a session with the confirmation to file its claim left ticked, by signing a monthly report that is set to file its claim, or by requesting a correction, a void, or a claim to a Client's second health plan. Where a clinic bills insurance for a Clinician under a Clinic Services Agreement, the clinic takes those actions instead, through the people it allows to, in the clinic's console, and the Clinician does not file, correct or void those claims. The Clinician also authorizes Psybird to transmit four claims without a further step: a claim held while a payer enrollment was pending, once that enrollment goes live, which is built again from the Client's record as it stands at that time, including its diagnosis codes and the health plan the record then lists; a claim to a second health plan the Client's record lists, after the first plan's remittance arrives; a correction of that claim where the first plan takes its payment back and answers again; and a repeat attempt at either where the first attempt did not reach the clearinghouse. Section 8B.2A of the Clinician Services Agreement sets out how a Clinician stops or withdraws any of them, and the circumstances in which the Service holds a claim of its own accord and sends nothing. Psybird sends no claim to a second plan the Client's record marks as one the first payer forwards the claim to itself. In transmitting, Psybird acts solely as the Clinician's agent, with no authority and no duty beyond the transmissions and receipts described in this section, and receives payer acknowledgments, claim status and remittance advice on the Clinician's behalf. Claims transmission is also governed by Section 8B of the Clinician Services Agreement.

The Clinician's certification. Each action by which a Clinician approves a claim is the Clinician's electronic signature on that claim, and on each claim Psybird transmits from it under this section, and is the Clinician's certification as to each of them that the services were furnished as described, that the claim is true, accurate and complete, that the supporting documentation exists in the record, and that the Clinician is entitled to bill each code claimed. Every claim also carries four statements to the payer in coded form: that a provider signature is on file, that the Clinician accepts assignment, that the Client has assigned benefits to the Clinician, and that the Client has authorized the release of the medical information the payer needs in order to decide the claim. By enabling insurance billing for a Client, the Clinician represents that all four are true for that Client. A claim a clinic files for a Clinician it bills insurance for is approved, signed and certified by the clinic instead, under its Clinic Services Agreement; the Clinician remains responsible for the services and for the documentation the claim is built from.

Codes, and what the Service does not do. Psybird assembles each claim from the Client's record, the documents the Clinician signed, and Practice settings the Clinician controls, and derives from them the place of service and telehealth modifier from the kind of appointment, the standardized-measure line where the Practice has turned it on, the monitoring and care-management lines from the report the Clinician

signed, and the charge for an insured session, and names on each claim the supervising provider a pre-licensed Clinician recorded. Section 8B.4A of the Clinician Services Agreement lists them in full. One of them should be read here as well: for a mental health Practice, where the Client's record carries no session procedure code, the Service bills every session for that Client as 90837, sixty minutes of psychotherapy, which is the code the Client's Billing tab offers until the Clinician changes it. The Clinician is responsible for that code as for every other on the claim, and should set the code that matches the sessions actually furnished before the first claim for that Client is sent. For a physical therapy Practice there is no default code: a visit is billed only with the codes and units the Clinician recorded for it, and the Service adds modifier GP to every physical therapy line. **The Clinician is responsible for reviewing the codes, modifiers, units, diagnosis codes, dates of service and charges on a claim before approving it.** Psybird will not enter, change or delete a procedure code, a modifier, a unit count or a diagnosis code other than as that section describes. The Clinician, not Psybird, is responsible for every code, modifier, unit, diagnosis code, date of service and charge on a claim, however it was proposed or assembled. Psybird does not determine medical necessity or coverage, does not decide whether a Clinician's license type may bill a code, does not guarantee acceptance or payment of any claim, does not receive or hold payer funds, and does not provide billing, coding, legal, or regulatory advice. The Clinician remains solely responsible for the accuracy and completeness of every claim, including every claim Psybird transmits without a further step, for meeting each payer's timely-filing and documentation requirements (including for a claim that is held, blocked or rejected), for reviewing payments, adjustments and Client balances recorded from payer responses before collecting from or refunding a Client, and for responding to payer requests, denials and audits.

Any illustrative reimbursement figures Psybird publishes are estimates that vary by payer, eligibility, coding, documentation, and utilization.

11. Fees, billing, and subscription renewal

Applies to: Practices (paying customers)

What we charge. Two things, and nothing else, whatever kind of care your practice provides: a monthly fee for each Client connected to your practice during the month, and a flat fee for each insurance claim we file with a payer for you, a visit claim and a remote monitoring claim alike. The amounts are the prices shown in the Service at the time, in your billing settings and again before each claim is filed. The per-claim fee applies to claims filed on or after the effective date of these Terms (October 16, 2026).

What counts. A Client counts for a month if they held a login attached to your practice at any point in that month, measured in your practice's time zone. Fees are **not prorated**: a Client who connects on the last day of a month counts for that month, and a Client you remove during a month counts for that month and not after it. A Client who leaves and rejoins in the same month under the same email address counts once. A client record with no login attached counts for nothing, and demonstration records are always free. A claim counts when we transmitted it, the clearinghouse accepted it, it went to a real payer as a production claim, and it is not a void. A correction, a resubmission and a claim to a second plan are each a new filing and count again. A claim refused at the clearinghouse's door, a test claim, a void, and a claim you filed yourself outside the Service never count. What the payer later does with a claim does not change the fee. **A claim is counted in the month it was filed**, in your practice's time zone, and appears on that month's invoice: not the month the payer answers it, pays it or denies it, and not a later month because it was filed near a month's end.

Invoicing. We bill monthly **in arrears**. On or about the 2nd of each month we issue one invoice for the month just ended and charge the payment method on file, through Stripe, which holds the card and sends the receipt. A month with nothing billable raises no invoice. On a clinic account the clinic receives one invoice covering every clinician on it, itemized by clinician, and the clinic's payment method is charged. You

authorize us (or Stripe) to charge your payment method for all fees and applicable taxes.

Renewal, and how to stop the fees. There is no fixed term and no minimum commitment: billing continues month to month for as long as your account has connected Clients or files claims. You can reduce or end future fees at any time by removing connected Clients, which stops that Client's fee after the current month. Removing a Client ends their access at once and removes the parts of their record they could see (their plan, appointments, conversations with Psy and messages) from your practice; a copy of those parts is kept for the Client to download for up to 30 days, then deleted with their login; your session notes stay if you choose to keep them, and your billing records, signed documents and claims stay. Take your export first if you want a copy. You can end the agreement on 30 days' notice to support@psybird.ai. You can also delete your practice in the Service, which is permanent, except while it is a seat in a clinic: then the clinic removes the seat first. You never have to delete your practice or your records in order to stop being billed.

Closing invoice. Because we bill in arrears, ending your account does not cancel fees already earned. If you delete your practice, we show you exactly what will be charged before you confirm, and then charge it: the current month **in full**, and any earlier month that ended without being invoiced, going back at most twelve months. A practice that is a seat in a clinic cannot be deleted until the clinic removes the seat.

Price changes. We may change a fee, or start charging for something we have not charged for before, on at least **30 days' notice** to the email address on your account. A change applies from the first calendar month that begins after the notice period ends, and never to a month already invoiced. You can leave before it takes effect.

Non-payment. If a charge fails we show your account as past due. If an invoice is still unpaid thirty (30) days after your account first shows as past due, we may pause Psy, our conversational assistant, for your practice until the account is settled. Nothing else stops: records, notes, the calendar, messaging, calls, the client ledger, exports and claim filing keep working, and we will not delete your records or withhold your export because an invoice is unpaid. We may suspend access for an account that stays unpaid, but only after at least 15 days' written notice and a chance to pay. This paragraph, and not Section 16, governs what we do about non-payment.

Taxes and refunds. Fees are exclusive of taxes, which are your responsibility. Except as required by law or expressly stated, fees are non-refundable; if an invoice is wrong, tell us and we will void it or credit it.

11A. Client payments and billing records

Applies to: All users

Where a Practice uses Psybird's client-billing features, those features record what you owe your provider and what you have paid. **Psybird does not receive, hold, transmit, or control your payments.** If your provider connects a payment processor, that processor is the licensed party, the account is your provider's own, and payments settle directly to it. Psybird takes no fee or other deduction from anything you pay your provider. Questions about a charge, a refund, or a payment method are between you and your provider.

Billing records are your provider's business records. If you delete your Psybird account, your login is deleted and you can no longer use the app, and Psybird deletes the copies it kept for you from any practice you left before. Your provider keeps the record of your care, including your conversations and what you entered in the app, and their billing records, including your name and payment history, as their own records; deleting your account does not delete them. **For your complete record, including billing, contact your provider.** Your right of access to your health record, including the billing information within it, runs against your provider as the covered entity; Psybird's in-app copy is offered for convenience and is not that record.

12. Privacy, PHI, and the BAA

Applies to: All users

Our handling of information is described in the Privacy Policy, incorporated by reference. Clients acknowledge that their Clinician and Practice may access information generated through the Service, as may people at a clinic their Clinician's practice belongs to on Psybird, as the permissions the clinic gave them allow; that we process information through approved technology providers (Section 14); and that authorized providers may review AI interactions consistent with the Client Consent.

PHI and the BAA. Where a Practice is a HIPAA covered entity or business associate and PHI is involved, the parties will enter a BAA, which governs PHI and controls over these Terms to the extent of any conflict regarding PHI. Practices are responsible for ensuring a BAA is in place before transmitting PHI through the Service. The Service is not intended for records subject to 42 C.F.R. Part 2, and Practices agree not to submit Part 2 program records through the Service.

13. Content, ownership, and licenses

Applies to: All users

Your Content. As between you and Psybird, Practices and Clients retain ownership of their Content. You grant Psybird a limited, worldwide, non-exclusive license to host, store, process, and transmit Content solely to provide, secure, and support the Service, and as permitted by the Privacy Policy and any applicable BAA.

Content a Clinician uploads. A Clinician who uploads content, such as an exercise video or a document, represents that they own it or are licensed to use it this way and have the consent of every person who appears in it. The license above lets Psybird store it, convert it, and show it to the Practice's own Clients, and nothing more. Psybird may remove content that breaks this paragraph.

AI training. Psybird does not use Client conversation Content to train public or third-party AI models, consistent with our provider agreements and Privacy Policy.

Feedback. If you give us feedback or suggestions, you grant us a perpetual, royalty-free license to use it without obligation to you.

14. Third-party services

Applies to: All users

The Service relies on third-party providers, which currently include: **Google Cloud** (hosting, database, authentication, serverless functions, file storage, logging and monitoring, and AI processing, via Firestore, Identity Platform, Cloud Run/Cloud Functions, Cloud Storage, and its AI service, which serves the platform's AI models, together with related Google Cloud services such as text-to-speech and speech-to-text), all under a single Business Associate Agreement with Google; **Stedi, Inc.**, the health care clearinghouse Psybird engages, used only where a Practice bills insurance (eligibility inquiries, claims, claim-status responses and remittance advice: Stedi receives the client's name, date of birth, sex and home address, the health plan's member and group numbers, the subscriber's identity where the client is a dependent, diagnosis and procedure codes, the place and dates of service, the amounts charged, the names and National Provider Identifiers of the clinician who provided the service and of any supervising provider, and the address of the office where it was provided, and, to register a Practice with a payer, the clinician's or organization's name, National Provider Identifier, tax identification number, address and phone); **Cloudflare** (network services: DNS for our domains, a STUN service that helps two devices on a video or voice call find each other and sees each party's internet address, and, for calls that cannot connect directly, a fallback relay [TURN] that carries only encrypted call media it cannot read and does not store, and Turnstile, a check that a form on our website is sent by a person, which receives the visitor's internet address); **Stripe** (card payment processing, for a Practice's Psybird subscription and, where a Practice

turns on client billing, for its clients' payments to the Practice: for client billing the Stripe account belongs to the Practice and Psybird is the software that connects to it, client payments settle directly into that account, and Psybird takes no fee or deduction from them and never receives or holds client funds; what Psybird sends to Stripe is billing and payment information, never client health information, and with each charge of a saved card it sends the email address Stripe already holds for that card, so that Stripe can email the client a receipt); **Google Workspace** (operational and notification email; a notification is written to carry no clinical detail, although an appointment notice or a session reminder states the date and time of the appointment); Apple and Google **push-notification services** (which carry only what a notification needs in order to be displayed: what happened and, for an appointment notice or reminder, its date and time; an incoming call shows the name of the practice on the client's screen, and the name of the client on the clinician's, so each knows who is calling); the **National Library of Medicine (PubMed)**, which receives search terms when a clinician asks the assistant to look up published research, or when a physical therapy client's question to Psy calls for it (the topic only, never the client's own words), and to which the Service does not send any search containing a name from the Practice's roster, a date, an email address, a phone number, or a run of five or more digits; public pages on a fixed list of **insurer, government and credentialing websites**, which receive only the address of a page when someone at a clinic, or a briefing the clinic set up, asks Psy to research a payer's or an agency's rules, never information about a client; and the **NPI Registry**, a public federal registry operated by the Centers for Medicare and Medicaid Services, which receives a provider's National Provider Identifier, or a provider's name and state, when provider details are looked up. Loading our website or app also contacts the services that deliver its fonts and code libraries, Google's reCAPTCHA Enterprise, which checks that a visitor is not automated, and, on a phone, Apple's App Attest or Google's Play Integrity; Google Crashlytics receives a report from the mobile apps if one crashes. Those services receive technical data only, no health information and no account content. Psybird's in-browser read-aloud voice, which is switched off in the current release, downloads its voice files from huggingface.co when it is on; that download carries nothing about the person using it. A provider that handles protected health information does so under a business associate agreement and is limited to using the information as needed to provide services to us. We keep a written inventory of our providers, and we do not send protected health information to a provider before the agreement covering it is in place. This list is current as of the date of this document, and we update it here when it changes.

We evaluate and manage providers that handle PHI under applicable privacy and security requirements and appropriate agreements. Your use may also be subject to those providers' terms; we are not responsible for third-party services outside our control.

15. Intellectual property

Applies to: All users

All rights, title, and interest in the Service (including its software, branding, design, and technology) are and remain the property of Psybird and its licensors. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for its intended purpose. You may not copy, modify, reverse engineer, create derivative works from, resell, or redistribute the Service except as permitted by law or with our written consent.

16. Suspension and termination

Applies to: All users

We may suspend or terminate access if you violate these Terms, misuse the Service, create security or safety risks, fail to pay, or engage in unlawful activity, and (where practicable) we will give notice. You may stop using the Service at any time; Practices may cancel as described in Section 11.

How we suspend an account. We may suspend a Practice, a clinician's seat in a clinic, or a clinic's whole account. A suspension disables the account's logins (for a clinic, those of its owners, its staff and the clinicians of its seats) and ends their sessions, and we record our reason. Clients keep their own logins, and we may pause their Psy while the suspension lasts. A month for which a Practice or a clinic is suspended from its first day is not billed to it, except that a seat suspended on its own stays on its clinic's invoice; a month suspended part of the way through is billed as usual. We may email the account's owners that it is suspended, never with our reason. Lifting a suspension, for which we also record a reason, gives back exactly the logins it disabled.

Pausing Psy. We may also pause Psy by hand, recording our reason, for a Practice, a clinic, a clinician, a person at a clinic or a Client, and lift the pause at any time. When we suspend one Client's login or pause their Psy, and when we lift either, we tell their clinician in the app, never with our reason. This is separate from the pause for an unpaid invoice in Section 11.

How we close an account. We may close a Practice's account, once any clinic it is a seat of has removed the seat, or a clinic's account. For a Practice we first raise its closing invoice (the current month in full and any ended month not yet invoiced, charged at once), and if that invoice cannot be raised we close nothing; a clinic's last month is invoiced on the ordinary schedule in Section 11. The account then stays closed for 30 days. During them its owner can sign in only to a page that says when it will be deleted, where they can download its records, which we export for them, and ask us to undo the closure; a Practice's Clients cannot sign in, and a clinic's staff cannot. If we undo the closure within the 30 days, the account opens again as it was, and an invoice already raised stays owed. After the 30 days (for a clinic, once its last month has been invoiced) we delete the account as its owner's own deletion would, and remove its own logins; a Practice's Clients can then sign in again, receive their own copy of their file and join another practice. Section 8.7 of the Clinic Services Agreement says what a clinic's closure means for the practices of its seats.

An app already open. A page or app that is already open when we suspend or close an account may keep working for up to an hour before it notices.

Effect of termination. On termination, your right to use the Service ends. On request and consistent with the BAA and applicable law, we will make Client records available for export and will return or securely destroy Content within 30 days, subject to backups purged on our standard 14-day cycle. Provisions that by their nature should survive (including Sections 5–7, 11, 13, 15, and 17–22) survive termination.

17. Disclaimer of warranties

Applies to: All users

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT AI OUTPUT WILL BE ACCURATE OR RELIABLE, THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT USE OF THE SERVICE WILL PRODUCE ANY PARTICULAR CLINICAL OUTCOME. NOTHING IN THIS SECTION EXCLUDES A WARRANTY THAT APPLICABLE LAW DOES NOT ALLOW TO BE EXCLUDED.

18. Limitation of liability

Applies to: All users

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PSYBIRD AND ITS OFFICERS, MEMBERS, EMPLOYEES, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS,

WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY.

PSYBIRD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID TO PSYBIRD IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) US\$100.

Where a Practice and Psybird have entered a Business Associate Agreement, Section 12 of the Clinician Services Agreement and Business Associate Agreement states the limits that apply between Psybird and that Practice, and it controls over this Section to the extent of any conflict.

Clinical decisions, diagnoses, treatment, exercise programs, and outcomes are the sole responsibility of licensed providers, and Psybird is not liable for them. Nothing in these Terms limits liability that cannot be limited by applicable law, including liability for gross negligence, willful misconduct, or fraud where such limits are not permitted, and nothing in these Terms limits what Psybird owes to a person who is not a party to them or to a regulator.

19. Indemnification

Applies to: Practices & users

You will defend, indemnify, and hold harmless Psybird from third-party claims, damages, and reasonable costs (including attorneys' fees) arising out of or relating to: (a) your use of the Service; (b) your violation of these Terms or of applicable law (including state laws governing AI in health care); (c) your Content or data; (d) your clinical decisions, care, or documentation, including the exercise programs you prescribe and your supervision of anyone who provides care under you; (e) your billing, coding, or RTM submissions; and (f) any misrepresentation of your identity, licensure, credentials, or supervision. We will promptly notify you of the claim, give you control of the defense (with our reasonable cooperation), and not settle without your consent where the settlement imposes obligations on you; you will not settle in a way that admits fault by, or imposes obligations on, Psybird without our consent.

20. Governing law; arbitration; class-action waiver

Applies to: All users

Governing law. These Terms are governed by the laws of the State of Washington, without regard to conflict-of-law rules.

Informal resolution first. Before starting arbitration or any proceeding, you and Psybird agree to try in good faith to resolve the dispute informally: send a written description of the dispute to support@psybird.ai (or, for notices from us, to your account email), and allow 30 days for resolution.

Binding individual arbitration. Except for the carve-outs below, any dispute, claim, or controversy arising out of or relating to the Service or these Terms that is not resolved informally will be resolved by final and binding arbitration before a single arbitrator, administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (or, for Practices, its Commercial Arbitration Rules). The seat of arbitration is Kitsap County, Washington; hearings may be conducted remotely by videoconference. The arbitrator's award may be entered in any court of competent jurisdiction. Payment of filing and arbitrator fees is governed by the AAA rules.

Carve-outs. Either party may (a) bring an individual claim in small-claims court, and (b) seek injunctive or equitable relief in court for infringement or misuse of intellectual property or for unauthorized access to the Service.

CLASS-ACTION WAIVER. ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. NEITHER YOU NOR PSYBIRD MAY PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, AND THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR PRESIDE

OVER ANY FORM OF REPRESENTATIVE PROCEEDING. If this waiver is found unenforceable as to a particular claim, that claim (and only that claim) will proceed in the state or federal courts located in Kitsap County, Washington, and the remainder stays in arbitration.

Jury waiver. To the extent a dispute proceeds in court, each party waives its right to a jury trial to the fullest extent permitted by law.

30-day opt-out. You may opt out of this arbitration agreement and class-action waiver by emailing support@psybird.ai within 30 days of first accepting these Terms, stating your name, account email, and that you opt out of arbitration. Opting out does not affect any other provision of these Terms.

Venue for non-arbitrable matters. Any matter not subject to arbitration will be brought exclusively in the state and federal courts located in Kitsap County, Washington, and the parties consent to that venue.

21. Changes to these Terms

Applies to: All users

We may update these Terms from time to time. For material changes, we will provide reasonable advance notice (for example, by email or in-app notice) before they take effect. Your continued use of the Service after the effective date of updated Terms constitutes acceptance. If you do not agree, stop using the Service.

22. General

Applies to: All users

Assignment. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets.

Force majeure. Neither party is liable for delays or failures caused by events beyond its reasonable control.

Severability; waiver. If any provision is unenforceable, the rest remains in effect; failure to enforce a provision is not a waiver.

Entire agreement. These Terms, together with the Privacy Policy and, for a Client, the Client Consent and the Terms of Use for Clients, and, for a Practice, the Clinician Services Agreement and its Business Associate Agreement (with, for a physical therapy Practice, its Physical Therapy Addendum), and, for a clinic, the Clinic Services Agreement, are the entire agreement and supersede prior agreements on their subject matter. Section 1A says which of them governs for each reader.

Notices; electronic communications. You consent to receive communications electronically. Notices to you may be sent to your account email; notices to us go to support@psybird.ai.

Relationship; no third-party beneficiaries. The parties are independent contractors; these Terms create no agency or partnership and no third-party beneficiary rights.

23. Contact

Applies to: All users

Psybird.ai (operated by Any Percent LLC)

Legal contact: Yani Chris Tsoukalas, Founder

Email: support@psybird.ai

Address: 1135 Scott Ave, Bremerton, WA 98310

By creating an account or using the Service, you acknowledge that you have read, understood, and agree to these Terms.