

WEBSITE TERMS OF SERVICE & CONDITIONS OF USE

Owner: BlueSky Wellness, LLC

Website: www.bsw-ct.com

Effective Date: December 1, 2025

1. Acceptance of Terms

By accessing, browsing, interacting with AI tools, or using the website www.bsw-ct.com (the "Site"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these terms, you must immediately cease use of the Site.

2. Medical Disclaimer

The content provided on this Site, including text, graphics, images, blog posts, and interactive features, is for informational and educational purposes only.

- **Not Medical Advice:** Nothing on this Site constitutes medical, psychological, psychiatric, or clinical advice, diagnosis, or treatment.
- **No Relationship:** Visiting this Site, using the "Contact Us" forms, or interacting with AI Coaches does **not** establish a therapist-patient or doctor-patient relationship between you and BlueSky Wellness, LLC, or any of its affiliated clinicians. Such a relationship is **only** established upon the mutual signing of our *Professional Services Agreement* and the completion of a formal clinical intake.
- **Emergencies: Do not use this website for medical emergencies.** If you are experiencing a medical or mental health emergency, call 911 or proceed to the nearest emergency room immediately.

3. AI Coaching Tools

This Site provides access to artificial intelligence-powered "AI Coaches" (via third-party provider). By using these tools, you explicitly acknowledge and agree to the following:

- **Coaching vs. Treatment:** The AI Coach provides **educational coaching only**. It is **not** a mental health treatment, it is **not** therapy, and it is **not** a substitute for professional clinical care.
- **Not a Human:** You are interacting with a software program trained on data, not a

human therapist or BlueSky Wellness staff member.

- **Accuracy & Hallucinations:** AI technology may generate responses that are inaccurate, misleading, or factually incorrect ("hallucinations"). BlueSky Wellness, LLC assumes **no liability** for the validity or safety of advice generated by the AI Coach.
- **No Confidentiality (HIPAA Warning):** The AI Coach interface is **not** a secure clinical portal. **Do not** input Protected Health Information (PHI)—such as diagnosis details, medication names, or insurance information—into the chat. Conversations with the AI Coach are subject to the privacy policies of the third-party provider and are not protected by HIPAA.

4. Independent Contractor Disclosure

BlueSky Wellness, LLC operates as a hybrid behavioral health practice. While the practice maintains administrative oversight, many clinicians listed on this Site are Independent Contractors.

- These Independent Contractors operate their own distinct clinical practices utilizing the BlueSky Wellness administrative platform for support services.
- BlueSky Wellness, LLC is not liable for the independent clinical judgment or actions of these contractors outside the scope of the administrative platform standards.

5. Intellectual Property Rights

All content on this Site, including but not limited to the BlueSky Wellness logo, brand identity, text, blog posts, graphics, code, and AI Coach personas, is the exclusive property of BlueSky Wellness, LLC and is protected by United States copyright and trademark laws.

- **Prohibited Use:** You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any part of this Site without express written permission from BlueSky Wellness, LLC.
- **AI Scrapers:** The use of automated systems, including "robots," "spiders," or "AI scrapers," to harvest data or content from this Site for the purpose of training machine learning models or other commercial uses is strictly prohibited.

6. User Conduct

By using this Site, you agree not to:

- Use the Site for any unlawful purpose.
- Attempt to gain unauthorized access to our servers, user accounts, or computer

systems.

- Transmit any viruses, malware, or harmful code.
- Submit false or misleading information through our intake or contact forms.
- Harass, abuse, or attempt to manipulate the AI Coaches to generate harmful content.

7. Third-Party Links

This Site may contain links to third-party websites (e.g., insurance providers, mental health resources, booking portals). BlueSky Wellness, LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. Accessing these links is at your own risk.

8. Limitation of Liability

To the fullest extent permitted by Connecticut law, BlueSky Wellness, LLC, its officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from:

- Your use or inability to use the Site.
- Your reliance on information or "coaching" provided by the AI tools.
- The cost of procurement of substitute services.
- Any unauthorized access to or use of our servers.

9. Privacy Policy

Your use of the Site is also governed by our Privacy Policy, which explains how we collect, use, and protect your data.

10. Governing Law & Jurisdiction

These Terms of Service are governed by the laws of the State of Connecticut. Any legal action or proceeding related to this Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New Haven County, Connecticut.

11. Changes to Terms

BlueSky Wellness, LLC reserves the right to modify these Terms of Service at any time. Changes will be effective immediately upon posting to the Site. Your continued use of the Site constitutes your acceptance of the revised terms.