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BLUE SKY WELLNESS, LLC AI COACHING TERMS OF SERVICE & USE AGREEMENT

Last Updated: December 1, 2025

IMPORTANT NOTICE: THIS SERVICE IS NOT THERAPY. IF YOU ARE IN CRISIS, EXPERIENCING A MEDICAL EMERGENCY, OR HAVING THOUGHTS OF SELF-HARM, OR SERIOUS AGGRESSION, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM IMMEDIATELY.

1. Acceptance of Terms

By accessing, subscribing to, or using the "AI Coach" services (including "Single Coach" and "Total Access" tiers) offered by BlueSky Wellness, LLC ("The Practice"), you agree to be bound by these Terms of Service. If you do not agree to these terms, you must not use this service.

2. Nature of Service: Artificial Intelligence

You acknowledge and agree that the AI Coach is an automated software program powered by artificial intelligence.

- **Not a Human:** The AI Coach is **not** a human being.
- **Not a Professional:** It is **not** a licensed mental health professional, physician, counselor, or healthcare provider.
- **No Oversight:** Interactions with the AI Coach are not monitored, supervised, or reviewed by the Clinical Staff or Independent Contractors of BlueSky Wellness, LLC in real-time.

3. Medical Disclaimer & No Doctor-Patient Relationship

- **Educational Use Only:** The AI Coach is **strictly** for educational, self-help, and informational purposes. It is designed to provide general support strategies and coaching.
- **No Medical Advice:** The content generated by the AI does **not** constitute medical advice, diagnosis, or treatment. You agree that you will not use this service as a substitute for professional medical advice or clinical therapy.
- **No Relationship:** Engagement with the AI Coach does **not** create a therapist-patient, doctor-patient, or any other professional relationship between you and BlueSky Wellness, LLC or its Independent Contractors.

4. Subscription, Billing, & Cancellation Policy

By providing your payment method, you authorize BlueSky Wellness, LLC to charge you according to the following terms:

A. The 1- Day Free Trial

- **Duration:** New subscribers are eligible for a one-time, 24-hour free trial period starting the moment of enrollment.
- **Requirement:** A valid payment method is required to activate the trial.
- **Automatic Conversion:** If you do not cancel prior to the expiration of the 24-hour window, your trial will **automatically convert** to a paid monthly subscription, and your payment method will be charged immediately.

B. Pricing Tiers

- **Single Coach:** \$9.95 per month.
- **Total Access:** \$24.95 per month.
- *Prices are subject to change with 30 days' notice.*

C. Recurring Billing Subscriptions are billed on a recurring monthly basis (every 30 days) from the date of your first payment. Charges will appear on your statement as "BlueSky Wellness LLC."

D. Cancellation Policy

- **Cancel Anytime:** You may cancel your subscription at any time via your account portal settings.
- **Effect of Cancellation:** Cancellation stops *future* billing. You will continue to have access to the service until the end of your current billing cycle.
- **Responsibility:** It is your sole responsibility to cancel before the renewal date to avoid future charges.

E. STRICT NO REFUND POLICY

- **All Fees Are Non-Refundable:** BlueSky Wellness, LLC does **not** provide refunds, pro-rated refunds, or credits for partially used billing periods.
- **Trial Expiration:** We do **not** provide refunds for failure to cancel before the end of the 1-Day Free Trial.
- **No Exceptions:** By signing up, you explicitly waive your right to claim a refund for "accidental" renewals or "forgotten" subscriptions.

5. Limitation of Liability

To the fullest extent permitted by applicable law, BlueSky Wellness, LLC, its owners, officers, employees, agents, and Independent Contractors shall **not be liable** for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from your use of the AI Coach.

- **Assumption of Risk:** You assume full responsibility for your choices, actions, and results based on interactions with the AI.
- **Indemnification:** You agree to indemnify, defend, and hold harmless BlueSky Wellness, LLC from any claims, damages, or expenses arising out of your use of this automated tool.

6. Privacy & Data Handling

While BlueSky Wellness, LLC utilizes secure platforms, you acknowledge that information entered into the AI Coach is processed by third-party artificial intelligence algorithms.

- **Data Caution:** We strongly advise against inputting specific Protected Health Information (PHI), full names of others, or highly sensitive personal data into the chat interface.
- **Record Retention:** Chat logs with the AI Coach are not part of your official Clinical Medical Record and are not subject to the same retention policies as clinical therapy notes.

7. Termination of Access

BlueSky Wellness, LLC reserves the right to terminate or suspend your access to the AI Coach at any time, for any reason, without prior notice, including but not limited to violation of these Terms, technical security concerns, or non-payment of fees.

8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions.