

BDD Dustoff Terms of Service

Effective Date: April 20, 2026 | BDD Dustoff LLC

1. Acceptance of Terms

By accessing or using the BDD Dustoff platform (the "Service") operated by BDD Dustoff LLC ("we," "us," or "our"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not use the Service. You must be at least 18 years of age to use this Service.

2. Description of Service

BDD Dustoff is a VA disability claims preparation platform designed for transitioning service members filing Benefits Delivery at Discharge (BDD) claims. The Service assists users by analyzing medical records, identifying potential service-connected conditions, generating supporting documentation, and preparing claim materials. The Service utilizes HIPAA-compliant AI technology to process medical records and extract relevant information.

3. Not Legal or Medical Advice

IMPORTANT: BDD Dustoff LLC is not a law firm, medical practice, or accredited VA claims agent. The Service does not provide legal advice, medical diagnoses, or guaranteed claim outcomes. All information, analysis, and documentation generated by the Service is for informational and preparatory purposes only.

The Service does not diagnose medical conditions. It identifies conditions documented in your existing medical records and provides supporting information based on VA regulations (38 CFR), Board of Veterans' Appeals precedent, and peer-reviewed medical literature.

You are strongly encouraged to consult with a qualified veterans law attorney, Veterans Service Organization (VSO), or accredited claims agent before submitting any VA claim. You should also consult with qualified medical professionals regarding any health concerns.

4. User Accounts

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to provide accurate, current, and complete information during registration and to update such information as necessary.

You must notify us immediately at info@bdddustoff.com if you become aware of any unauthorized access to or use of your account.

5. User Responsibilities

When using the Service, you agree to:

Provide accurate and truthful information about your military service and medical history. Upload only your own medical records or records you are legally authorized to share. Use the Service solely for legitimate VA disability claims preparation. Do not attempt to access other users' data or circumvent security measures. Do not use the Service for any unlawful purpose. Review all generated documentation before submission to the VA.

6. Intellectual Property

The Service, including its design, code, content, and documentation templates, is the intellectual property of BDD Dustoff LLC and is protected by copyright, trademark, and other laws. You are granted a limited, non-exclusive, non-transferable license to use the Service for its intended purpose.

Documents generated by the Service for your claim (nexus letters, buddy statements, etc.) are provided for your personal use in connection with your VA claim.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BDD DUSTOFF LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO: CLAIM DENIALS OR UNFAVORABLE VA RATINGS, LOSS OF DATA OR UNAUTHORIZED ACCESS, ERRORS IN AI-GENERATED CONTENT, DELAYS IN CLAIM PROCESSING, OR ANY ACTIONS TAKEN BASED ON INFORMATION PROVIDED BY THE SERVICE.

Our total liability for any claim arising from your use of the Service shall not exceed the amount you paid to us, if any, during the twelve (12) months preceding the claim.

8. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OR ANALYSIS PROVIDED BY THE SERVICE.

9. VA Claim Outcomes

We make no guarantees regarding the outcome of any VA disability claim prepared using the Service. VA claim decisions are made solely by the U.S. Department of Veterans Affairs, and BDD Dustoff LLC has no influence over or responsibility for those decisions.

10. Indemnification

You agree to indemnify and hold harmless BDD Dustoff LLC, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising from your use of the Service, your violation of these Terms, or your violation of any rights of a third party.

11. Termination

We may suspend or terminate your access to the Service at any time, with or without cause, with or without notice. Upon termination, your right to use the Service ceases immediately. Provisions that by their nature should survive termination shall survive, including but not limited to: limitation of liability, disclaimer of warranties, and indemnification.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the United States and the state in which BDD Dustoff LLC is registered, without regard to conflict of law principles.

13. Dispute Resolution

Any dispute arising from these Terms or your use of the Service shall first be addressed through good-faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

14. Changes to Terms

We reserve the right to modify these Terms at any time. Material changes will be communicated via email or prominent notice on the Service. Your continued use of the Service after changes constitutes acceptance.

15. Contact Information

For questions about these Terms of Service, please contact us:

BDD Dustoff LLC Email: info@bdddustoff.com Website: www.bdddustoff.com