

ChatRx & ChatMD – Terms of Use

1. Introduction

Welcome to **ChatRx** and **ChatMD**. These **Terms of Use** govern your access to and use of:

- **ChatRx**, a telemedicine platform that connects users with licensed healthcare providers for remote evaluation and treatment of select acute infections.
- **ChatMD**, an **FDA Class I medical device** that provides **AI-driven symptom assessment** to assist users in determining whether telemedicine consultation is appropriate.

By using ChatRx and ChatMD, you **agree** to these Terms of Use. If you do not agree, **do not use the services**.

2. User Responsibilities

By accessing and using ChatRx and ChatMD, you agree to:

- **Provide accurate and complete personal and medical information.**
- **Use ChatRx solely for medical purposes and in compliance with all applicable laws.**
- **Maintain the confidentiality of your login credentials.**
- **Follow all instructions provided by ChatRx providers.**

Misuse Disclaimer:

- **Failure to provide accurate health information** may affect symptom assessments and treatment eligibility.
- **Misuse of ChatRx and ChatMD for fraudulent or unauthorized purposes is strictly prohibited.**

3. Prohibited Actions

You are prohibited from:

- **Violating any laws, regulations, or third-party rights.**
- **Attempting to gain unauthorized access** to any part of ChatRx or ChatMD.
- **Interfering with or disrupting ChatRx, ChatMD, or other users.**

- **Transmitting harmful software, viruses, or other malicious code.**

4. Intellectual Property Rights

- **ChatRx and ChatMD** and their licensors retain all **intellectual property rights** in the platforms.
- **You may not reproduce, modify, distribute, display, or create derivative works** from ChatRx or ChatMD content without written consent.

5. Disclaimers

- **ChatRx and ChatMD are provided “as is” and “as available” without guarantees of accuracy, completeness, or reliability.**
- **We do not guarantee uninterrupted service or error-free functionality.**
- **ChatMD does not diagnose, treat, or prescribe medication—it is a symptom assessment tool.**
- **ChatRx establishes a provider-patient relationship only when a licensed provider engages with a user.**

6. ChatRx as a Telemedicine Service

- **ChatRx connects users with licensed healthcare providers** for remote consultation, diagnosis, and treatment of select acute infections.
- **ChatRx does not provide medical advice, diagnosis, treatment, or prescriptions separate from the ChatMD device.**
- **Medical decisions are made exclusively by licensed healthcare providers.**

If appropriate, ChatRx providers may:

- **Issue prescriptions**
- **Provide work/school notes**
- **Recommend additional care**

7. Distinction Between ChatRx and ChatMD

ChatRx	ChatMD
A telemedicine service that allows users to be treated by licensed providers .	A standalone FDA Class I medical device providing AI-driven symptom assessment .
Establishes a provider-patient relationship when a licensed provider consults with a user.	Does not establish a provider-patient relationship .
Provides prescriptions, medical guidance, and work/school notes through providers.	Does not diagnose, treat, or prescribe medications .

Important Legal Distinction:

Using ChatMD **alone** does not establish a provider-patient relationship. A **doctor-patient relationship is only formed when a licensed provider** consults a user through ChatRx.

8. Medical Disclaimer: Not a Substitute for Emergency Care

ChatRx and ChatMD are not intended for emergencies. If you experience:

- ✓ Severe pain or difficulty breathing
- ✓ Chest pain or signs of a heart attack
- ✓ Loss of consciousness or confusion
- ✓ Sudden weakness, numbness, or slurred speech
- ✓ Seizures, uncontrolled bleeding, or high fever in infants
- 👉 Call 911 or go to the nearest ER.

9. Limitations of Liability

By using ChatRx and ChatMD, you acknowledge:

- **No Guarantees of Medical Outcomes:** ChatRx **does not guarantee** that any treatment, medication, or outcome will be effective.
- **Provider Discretion:** All treatment decisions are **made solely by licensed providers**— ChatRx is not responsible for their decisions.
- **User Responsibility:** Users must follow provider instructions and seek **in-person care if symptoms worsen**.

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- **Technology Limitations:** ChatRx and ChatMD may experience **technical disruptions**. We are **not liable for service interruptions or data loss**.
- **State Licensing Restrictions:** ChatRx services are **available in limited states**, and users **must be located in the provider's licensed state during their consultation**.

10. Advertising & Claims Disclaimer

- **No Misleading Claims:** ChatRx does **not guarantee medical results** and follows **Federal Trade Commission (FTC) truth-in-advertising guidelines**.
- **User Testimonials:** Any testimonials are **from real users or disclosed as promotional content**. **Individual results may vary**.
- **Educational Content:** Health-related content on ChatRx's website or social media is **for informational purposes only** and should **not be considered medical advice**.

11. Governing Law & Dispute Resolution

- These Terms shall be governed by **the laws of the State of Indiana, USA**, without regard to conflict-of-law principles.
- Any **disputes** shall be resolved through **binding arbitration** in Indiana.


12. Changes to These Terms

ChatRx reserves the right to **update these Terms at any time**. Any changes will be effective upon **posting the updated Terms**. Continued use of ChatRx and ChatMD constitutes **acceptance of the updated Terms**.

13. Contact Us


If you have questions about these Terms of Use, contact us:

 **Email:** trust@chatrx.md

 **Address:** 328 S. Michigan Street, Plymouth, IN 46563

14. Acknowledgment & Agreement

By using ChatRx and ChatMD, you:

 Acknowledge and agree to these Terms.

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- ✔ Accept all disclaimers and limitations of liability.
- ✔ Understand that ChatMD is **not a replacement for professional medical advice.**
- ◆ **If you do not agree to these Terms, do not use ChatRx or ChatMD.**