

Medical Services Agreement ChatRx

This Medical Services Agreement ("Agreement") is entered into by and between ChatRX ("Provider") and the customer ("Recipient") (collectively referred to as the "Parties").

1. Services Description

Provider agrees to offer HIPAA-compliant medical advice, medical assessment, treatment, and e-prescribing of medication ("Services") to Recipient, upon the terms and conditions outlined in this Agreement.

2. Service Delivery Terms

a. **Service Provision:** The Provider will deliver the Services using AI-based technology designed to assist in providing medical advice and related services that treat ChatRx-qualified medical conditions.

b. **Access to Services:** The Recipient will have access to the Services as per the terms specified in the ChatRx telemedicine business.

c. **Agency Assignment:** The Recipient voluntarily assigns agency to the Provider's Chat AI-based ChatMD device to receive medical Services.

3. Provider-Patient Relationship

The Recipient understands and agrees that a provider-patient relationship will be established with the healthcare provider(s) delivering services through ChatRx. This relationship is strictly limited to the treatment of acute medical conditions that qualify for treatment using ChatRx telemedicine that is powered by the ChatMD device. It does not extend beyond these specific conditions and does not replace the need for an in-person medical provider.

4. Acknowledgment of AI Technology Limitations

The Recipient acknowledges that AI technology and the ChatMD AI agent are imperfect and there may be limitations in its ability to provide accurate and error-free medical advice, assessments, treatments, or e-prescriptions. The Provider is not responsible for any medication errors or inaccuracies in the medical advice arising from the use of AI agent technology through the ChatMD device and ChatRx telemedicine services.

4. No Guarantee of Outcomes

Provider does not guarantee any specific outcomes as a result of using the Services. The Recipient acknowledges that they are responsible for their own health decisions and actions following the receipt of Services.

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5. Compliance with Laws

Both Parties agree to comply with all applicable laws and regulations, including but not limited to HIPAA and other privacy laws, in the performance of their obligations under this Agreement.

6. Limitation of Liability

In no event shall Provider be liable to the Recipient for any indirect, special, incidental, or consequential damages arising out of this Agreement or the transactions contemplated hereby.

7. Indemnification

Recipient agrees to indemnify and hold harmless Provider from any claims, damages, liabilities, costs, or expenses resulting from Recipient's misuse of the Services or any violation of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana, without regard to its conflict of law principles.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

By their execution, the Parties hereby bind themselves to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Medical Services Agreement as of the date first above written.

PROVIDER: ChatRX

By: [auto-generate signature]

Name: Tod Stillson MD

Date:[auto-generated]

RECIPIENT:

By: [auto-generate signature]

Name: [auto-generate name]

2-19-25

Date: [auto-generate date]