



ChatRx & ChatMD Terms of Use (Service)

These Terms of Use govern your access to and use of:

- **ChatRx**, a telemedicine service that connects users with licensed healthcare providers for remote evaluation and treatment of select acute infections.
- **ChatMD**, an FDA Class I Software as a Medical Device (SaMD) that provides AI-assisted symptom intake and structured data collection.

Distinction Between ChatRx and ChatMD

ChatRx Telemedicine

A **telemedicine service** that allows users to be treated by **licensed providers**.

Establishes a **provider-patient relationship** when a licensed provider consults with a user.

Provides **prescriptions, medical guidance, and work/school notes** through providers.

ChatMD SaMD

A **standalone FDA Class I medical device** providing **AI-driven symptom assessment**.

Does not establish a provider-patient relationship.

Does not diagnose, treat, or prescribe medications.

By accessing or using ChatRx or ChatMD, you agree to be bound by these Terms. If you do not agree, do not use the services.

1. Eligibility and User Requirements

To use ChatRx or ChatMD, you must:

- Be at least 18 years old, unless eligible under ChatRx's Minor Consent and Emancipation Policy
- Be physically located in a state where ChatRx providers are licensed to practice medicine
- Provide accurate, complete, and truthful personal and medical information
- Use the services only for lawful purposes and personal medical care

Users are prohibited from creating accounts on behalf of others unless legally authorized.

2. Description of Services

A. ChatMD (SaMD)

ChatMD is an FDA Class I medical device that:

- Facilitates structured symptom intake
- Uses AI-assisted decision support to determine whether a condition appears eligible for ChatRx telemedicine evaluation
- Does not diagnose, treat, or prescribe medication
- Does not establish a provider-patient relationship

B. ChatRx (Telemedicine Service)

ChatRx:

- Connects users with licensed healthcare providers
- Establishes a provider-patient relationship only when a user consents to treatment and a medical provider reviews the encounter
- Allows providers to diagnose, treat, prescribe medications, issue work/school notes, or refer for in-person care

ChatRx does **not** guarantee that a diagnosis, prescription, or treatment will be provided.

3. User Responsibilities

By using ChatRx and ChatMD, you agree to:

- Provide accurate and complete health information
- Follow provider instructions and seek follow-up or emergency care when advised
- Maintain the confidentiality of your login credentials
- Only use ChatRx while physically present in a state where the treating provider is licensed
- Not use ChatRx or ChatMD for fraudulent, harmful, or unlawful purposes

Misuse may result in account suspension or termination.

4. Prohibited Conduct

Users may not:

- Attempt to gain unauthorized access to any system or data
- Use automated tools, bots, or scripts to interact with ChatMD or ChatRx
- Interfere with system operations, security, or data integrity
- Upload viruses, malware, or harmful code
- Misrepresent identity, symptoms, or medical history
- Use ChatRx to obtain medications for others or for non-medical purposes

5. Intellectual Property Rights

ChatRx, ChatMD, all related content, software, trademarks, graphics, and documentation are the property of ChatMD Inc. or its licensors.

Users may not:

- Copy, modify, reverse engineer, distribute, or create derivative works from the platform
- Remove or alter copyright or proprietary notices

6. Medical Disclaimers and Limitations of Care

ChatRx and ChatMD should **not** be used for emergencies.

If you experience any of the following, call 911 or go to the nearest ER:

- Chest pain
- Difficulty breathing
- Sudden weakness, numbness, confusion, or slurred speech
- Severe pain, uncontrolled bleeding, seizures
- High fever in infants
- Sudden loss of consciousness

Other limitations:

- The ChatMD device does not diagnose, treat, or prescribe
- AI-assisted outputs may have limitations and should not be relied upon as medical advice
- ChatRx providers may decline treatment based on clinical judgment
- Not all conditions can be safely treated through asynchronous telemedicine

7. No Medical Guarantees

By using ChatRx, you acknowledge:

- No treatment or outcome is guaranteed
- Providers may determine that in-person evaluation is necessary
- Symptoms may worsen despite treatment
- Technology interruptions or failures may occur
- Data accuracy depends on user-provided information

8. State Licensure and Location Requirements

Users must be physically located in a state where ChatRx providers are licensed at the time of consultation.

ChatRx may use geolocation tools, IP address checks, or attestations to confirm location.

Providing false location information is prohibited and may invalidate care.

9. Privacy and Data Protection

Use of ChatRx and ChatMD is subject to:

- ChatRx HIPAA Notice of Privacy Practices (PHI)
- ChatRx Privacy Policy & Consumer Data Consent (non-PHI)

These policies describe how we collect, use, store, and share your information in compliance with HIPAA, FTC regulations, CCPA/CPRA, and other state privacy laws.

California residents have specific rights under the California Consumer Privacy Act (CCPA), including the right to know, delete, correct, and limit the use of their personal information. ChatRx does not sell personal information. Users may exercise these rights through our Privacy Dashboard or by emailing privacy@chatrx.md

10. Advertising and Claims Compliance

In accordance with FTC regulations:

- ChatRx does not guarantee outcomes or cure rates
- Testimonials represent individual experiences and may not reflect typical results
- Health education content is informational only and not medical advice
- No implied or express medical claims are made beyond approved telemedicine services

11. Technology and AI Disclaimers

- ChatMD uses AI-assisted structured messaging for symptom intake only
- AI does **not** diagnose or determine treatment
- Clinical decisions are made solely by licensed providers
- System downtime, interruptions, or errors may occur

Users agree not to rely solely on AI outputs for medical decisions.

12. Limitation of Liability

To the fullest extent permitted by law, ChatRx and ChatMD are not liable for:

- Medical decisions made by independent licensed providers serving as contractors for ChatRx Telemedicine
- User failure to seek emergency or follow-up care
- Delays or interruptions in system availability
- Inaccurate information provided by users
- Unauthorized access to accounts due to user negligence
- Indirect, incidental, consequential, or punitive damages

Total liability shall not exceed the amount paid for the service in question.

13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Indiana.

Binding Arbitration

All disputes arising from use of ChatRx or ChatMD will be resolved through **binding arbitration** administered in Indiana.

Users waive the right to a jury trial or class action lawsuit.

14. Updates to These Terms

ChatRx may modify these Terms at any time. Changes will be posted, and continued use constitutes acceptance of the updated Terms.

15. Contact Information

ChatRx / ChatMD Compliance Division

trust@chatrx.md

328 S. Michigan Street, Plymouth, IN 46563

16. User Acknowledgment and Agreement

By using ChatRx or ChatMD, you acknowledge and agree that:

- You have read and understand these Terms
- You accept all disclaimers and limitations of liability
- The ChatMD device does not provide medical advice, diagnosis, or treatment
- ChatRx establishes a provider-patient relationship only when a provider engages with your case
- If you do not agree with these Terms, you must not use the services