

Terms of Use

Medician

Effective Date: [Insert Date]

Last Updated: [Insert Date]

These Terms of Use, together with any additional terms, policies, notices, and agreements referenced in this document, form a legal agreement between you and **Medician** (“Medician,” “we,” “us,” or “our”).

By accessing or using Medician, including our mobile application, website, assistant/chatbot, upload tools, lab-tracking features, medication features, account services, and related services collectively called the “App” or “Services,” you agree to these Terms.

If you do not agree to these Terms, do not use the App.

1. Important Medical Disclaimer

Medician is for **record organization, health information tracking, and educational purposes only**.

Medician does **not**:

- Diagnose medical conditions
- Prescribe medication
- Provide medical treatment
- Replace a physician, nurse, pharmacist, laboratory, clinic, or other licensed healthcare professional
- Provide emergency medical services
- Guarantee that uploaded or extracted health information is complete, accurate, or clinically appropriate
- Create a doctor-patient, pharmacist-patient, nurse-patient, or healthcare-provider relationship

You should always consult a qualified healthcare professional before making decisions about your health, medications, lab results, symptoms, treatments, diet, supplements, or care plan.

If you believe you may be experiencing a medical emergency, call **911** or your local emergency number immediately.

2. Scope of the App

Medician is designed to help users:

- Upload, scan, and store medical records
- Organize lab reports and related documents
- Extract and view lab metric values where available
- Track lab metrics over time
- View saved metric trends and reference ranges
- Track medication information
- Record medication history, notes, or related information
- Ask an assistant/chatbot questions about saved lab results
- View plain-language educational explanations
- View curated educational suggestions connected to certain saved metric statuses
- Export or summarize certain saved information where supported

The App's features may change over time.

3. Eligibility

You may use the App only if:

- You are legally able to enter into these Terms
- You are at least **[Insert Age, e.g. 13, 16, or 18]** years old, or you use the App with permission from a parent or legal guardian
- You provide accurate account information
- You comply with these Terms and applicable laws

If you use the App on behalf of another person, such as a family member, dependent, or person you care for, you confirm that you have the legal authority or valid consent to do so.

4. Account Registration and Security

To use certain features, you may need to create an account.

You agree to:

- Provide accurate and current information

- Keep your login credentials secure
- Not share your account with unauthorized users
- Notify us if you suspect unauthorized access
- Be responsible for activity under your account

We may suspend or terminate your account if we believe it has been misused, compromised, or used in violation of these Terms.

5. Your Health Information and Uploaded Content

You may upload, enter, scan, or store information in the App, including medical records, lab reports, medication information, notes, images, PDFs, and related data. This is called “User Content.”

You remain responsible for your User Content.

You confirm that:

- You have the right to upload or enter the information
 - The information is not uploaded unlawfully
 - You will not upload records belonging to another person unless you have permission or legal authority
 - You understand that automated extraction may not be perfect
 - You will verify important information against original records and professional medical advice
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6. Permission You Give Us to Operate the App

You retain ownership of your User Content.

However, by using the App, you give us permission to collect, store, process, display, analyze, transmit, and use your User Content as necessary to:

- Provide the App
- Store your documents
- Extract lab metrics
- Display trends
- Power assistant/chatbot features
- Generate summaries
- Provide educational explanations

- Maintain your account
- Troubleshoot errors
- Improve reliability and security
- Comply with law

This permission is limited to operating, improving, securing, and supporting the App as described in these Terms and our Privacy Policy.

7. Privacy

Your privacy is important. Our collection, use, disclosure, and protection of personal information is described in our **Privacy Policy**.

By using the App, you agree that we may handle your information according to the Privacy Policy.

Because the App may process health-related information, you should carefully review the Privacy Policy before using the App.

Private-sector organizations in Canada may be subject to PIPEDA when collecting, using, or disclosing personal information in commercial activity. Ontario's PHIPA establishes rules around the collection, use, and disclosure of personal health information in health-care contexts.

8. Assistant, AI, and Automated Features

The App may include assistant, chatbot, AI, OCR, extraction, summarization, or automated analysis features.

These features may help:

- Interpret your question
- Find saved lab results
- Resolve metric names and aliases
- Explain common lab terms
- Summarize saved metrics
- Compare saved values over time
- Display high, low, abnormal, or in-range results based on saved information
- Show curated educational suggestions where available

You understand and agree that these features:

- May be incomplete, inaccurate, delayed, or unavailable
- May misunderstand your question
- May rely on incorrectly extracted information
- Are not medical advice
- Are not a diagnosis
- Are not a prescription
- Are not a substitute for professional medical judgment
- Should be checked against original records and healthcare professional advice

Health Canada's Software as a Medical Device guidance focuses on whether software is intended for medical purposes, including diagnosis, treatment, mitigation, or prevention. Medician is intended to stay within organization, tracking, and educational support unless we clearly state otherwise and complete any required regulatory review.

9. No Emergency Use

Do not use Medician for emergencies.

The App is not designed to detect emergencies, monitor you in real time, alert healthcare providers, or provide urgent medical instructions.

For emergencies, call **911** or seek immediate medical attention.

10. Accuracy of Records, Extraction, and Trends

The App may use OCR, parsing, automated extraction, manual entry, database matching, and other tools to identify information from documents.

Errors can happen.

Examples of possible errors include:

- A value may be read incorrectly
- A unit may be wrong
- A reference range may be missed
- A date may be incorrect
- A metric may be matched to the wrong label
- A report may fail to upload
- A trend may be incomplete
- A chatbot answer may rely on incomplete saved data

You are responsible for reviewing important information against your original records.

Do not make medical decisions based only on the App.

11. Medication Tracking Disclaimer

Medication features are intended to help you record and organize medication-related information.

The App does not:

- Prescribe medication
- Confirm whether a medication is safe for you
- Replace pharmacy instructions
- Replace a doctor's advice
- Detect all drug interactions
- Guarantee that reminders or logs are accurate
- Guarantee that notifications will be delivered

Always follow instructions from your licensed healthcare professional, pharmacist, or medication label.

If you are unsure whether to take, stop, change, or combine medications, contact a qualified healthcare professional.

12. Educational Suggestions and Health Content

The App may show educational explanations, general health information, or curated informational suggestions based on saved results.

This content is provided for general education only.

It is not personalized medical advice and should not be treated as a professional recommendation.

Before acting on any suggestion, you should consult a qualified healthcare professional.

13. User Responsibilities

You agree not to:

- Use the App for unlawful purposes
 - Upload information you do not have permission to use
 - Upload false, misleading, harmful, or malicious content
 - Use the App to diagnose, treat, or prescribe for others
 - Represent App outputs as official medical advice
 - Attempt to access another user's account
 - Interfere with the App's operation
 - Reverse engineer, copy, scrape, or exploit the App
 - Upload malware, viruses, or harmful files
 - Abuse support, analytics, or assistant features
 - Use the App to violate another person's privacy
 - Circumvent security controls
 - Share API keys, credentials, or unauthorized access
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14. Caregiver, Family, and Third-Party Use

If you use the App to store or manage information for another person, you are responsible for ensuring that you have proper consent or legal authority.

This may include use for:

- A child
- A parent
- A grandparent
- A dependent
- A patient, where legally authorized
- Another person you support as a caregiver

We may ask you to confirm your authority where appropriate.

15. Subscriptions, Payments, and Paid Features

Some features may be free. Others may require payment, subscription, or a paid plan in the future.

If paid features are introduced, we will provide applicable pricing, renewal, cancellation, refund, and billing terms before you purchase.

You agree to pay all fees and taxes associated with paid features you choose to purchase.

For Ontario consumers, businesses must avoid false, misleading, or deceptive representations about goods or services. Ontario's consumer protection materials state that it is illegal for a business to give false information about itself or the product or service it offers.

16. App Availability and Changes

We may modify, suspend, or discontinue any part of the App at any time.

We do not guarantee that the App will always be:

- Available
- Error-free
- Secure
- Compatible with your device
- Free from interruptions
- Able to process every document
- Able to extract every lab metric
- Able to answer every question

We may release updates, bug fixes, or feature changes from time to time.

17. Beta, Testing, and Early Access Features

Some features may be labelled beta, experimental, early access, or under development.

Beta features may be less reliable and may change or be removed at any time.

You should not rely on beta features for important health, medical, legal, financial, or safety decisions.

18. Third-Party Services

The App may rely on third-party providers for hosting, authentication, database storage, file storage, AI processing, analytics, notifications, or other functions.

These may include providers such as:

- Supabase
- Render
- Groq or similar AI providers
- Apple
- Google
- Analytics or error-monitoring providers
- Payment providers, if applicable

Third-party services may have their own terms and privacy policies. We are not responsible for third-party services that we do not control.

19. Intellectual Property

The App, including its software, designs, logos, trademarks, branding, code, database structure, workflows, text, graphics, features, and documentation, belongs to us or our licensors.

You may not copy, modify, distribute, sell, reverse engineer, or create derivative works from the App unless we give you written permission.

You may use the App only for personal, lawful purposes according to these Terms.

20. Feedback

If you provide ideas, suggestions, feature requests, bug reports, or feedback, you give us permission to use them without restriction or compensation.

We may use feedback to improve the App, create new features, fix issues, or develop related products.

21. Support

We may provide customer support through email, in-app tools, or other channels.

Support is not medical advice.

Do not send urgent medical concerns through support channels.

If you send support screenshots, files, or messages, you are responsible for ensuring that you are comfortable sharing that information.

22. Account Suspension and Termination

We may suspend, restrict, or terminate your access if:

- You violate these Terms
- You misuse the App
- You create security risks
- You infringe someone's rights
- You upload unlawful or harmful content
- Your account appears compromised
- We are required to do so by law

You may stop using the App at any time.

You may request account deletion according to our Privacy Policy and available account tools.

23. Disclaimers

To the maximum extent permitted by law, the App is provided on an **“as is”** and **“as available”** basis.

We do not guarantee that:

- The App will meet your expectations
- The App will be uninterrupted or error-free
- Health information will always be accurate
- Extracted lab values will always be correct
- Assistant responses will always be complete or appropriate
- Medication logs will always be accurate

- Notifications will always arrive
- Reports will always process successfully
- The App will identify every abnormal result
- The App will prevent harm, illness, medication errors, or medical issues

You use the App at your own risk.

24. Limitation of Liability

To the maximum extent permitted by law, Medician, its owners, directors, officers, employees, contractors, partners, service providers, and affiliates will not be liable for:

- Medical decisions made by you or others
- Reliance on App outputs
- Incorrect extracted data
- Missed or delayed notifications
- Data loss
- Unauthorized access beyond our reasonable control
- App downtime
- Lost profits
- Lost revenue
- Loss of goodwill
- Indirect, incidental, special, consequential, or punitive damages

Where liability cannot be excluded, our liability will be limited to the maximum extent permitted by applicable law.

Some consumer protection laws may not allow certain exclusions or limitations, so parts of this section may not apply to you.

25. Indemnity

You agree to defend, indemnify, and hold harmless Medician and its owners, directors, officers, employees, contractors, service providers, and affiliates from claims, damages, losses, liabilities, costs, and expenses arising from:

- Your use of the App
- Your violation of these Terms
- Your uploaded content
- Your misuse of another person's information

- Your violation of another person's rights
- Your unlawful conduct
- Your reliance on App outputs for medical decisions

This indemnity applies to the extent permitted by law.

26. Regulatory Status

Unless we expressly state otherwise, Medician is not approved, licensed, certified, or endorsed by:

- Health Canada
- The College of Physicians and Surgeons of Ontario
- Any provincial medical college
- Any pharmacy regulator
- Any hospital
- Any laboratory
- Any government health authority

The App is currently intended for organization, tracking, and education, not diagnosis, treatment, or prescribing.

If we pursue regulatory review, licensing, certification, or clinical validation in the future, we may update these Terms.

27. App Store Terms

If you download the App through the Apple App Store, Google Play Store, or another app marketplace, your use may also be subject to that marketplace's terms.

If marketplace terms conflict with these Terms, the marketplace terms may control only to the extent required by that marketplace.

28. Changes to These Terms

We may update these Terms from time to time.

If we make material changes, we may notify you through:

- The App
- Email
- Website notice
- Updated “Last Updated” date
- Other reasonable methods

Your continued use of the App after updated Terms take effect means you accept the updated Terms.

If you do not agree, you must stop using the App.

29. Governing Law

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada that apply in Ontario.

Subject to any rights you may have under consumer protection laws, disputes will be handled in the courts located in Ontario, Canada.

30. Dispute Resolution

Before starting a legal claim, you agree to contact us first so we can try to resolve the issue informally.

Contact us at:

support@medician.ca

If we cannot resolve the dispute informally, either party may pursue available legal remedies according to applicable law.

31. Severability

If any part of these Terms is found invalid or unenforceable, the rest of the Terms will remain in effect.

The invalid or unenforceable part will be interpreted as closely as possible to the original purpose, to the extent permitted by law.

32. No Waiver

If we do not enforce a part of these Terms, that does not mean we waive our right to enforce it later.

33. Assignment

You may not assign or transfer your rights or obligations under these Terms without our written permission.

We may assign or transfer these Terms as part of a merger, acquisition, restructuring, sale of assets, or similar transaction.

34. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms referenced here, form the entire agreement between you and Medician regarding the App.

35. Contact Information

If you have questions about these Terms, contact us at:

Medician

Email: support@medician.ca

Mailing Address: **[Insert Business Address]**

Country: Canada