

MedPetRx Terms of Use, Privacy Notice & Owner Consent Agreement

Effective Date: _____

Last Updated: _____

These Terms of Use, Privacy Notice, and Consent Agreement (“Agreement”) govern your use of the MedPetRx platform, including the MedPetRx website, mobile application, and any related services (collectively, the “Platform”). By creating an account, accessing the Platform, or uploading any information, you agree to be legally bound by this Agreement. If you do not agree, do not use the Platform.

1. Definitions

- “MedPetRx,” “we,” “us,” or “our” refers to the MedPetRx platform and its operators.
- “User,” “you,” or “Owner” refers to any individual who creates an account or uses the Platform.
- “Pet Data” refers to information related to an animal/pet, including medical records, medication history, vaccination records, diagnostic reports, diet information, allergies, and health conditions.
- “Owner Data” refers to information used to create and manage your account, including name, email, phone number, login credentials, and sharing preferences.
- “Veterinary Provider” refers to licensed veterinary professionals or clinics accessing the Platform for medical record review or record submission.
- “De-Identified Data” refers to Pet Data stripped of personal identifiers that cannot reasonably identify you or your pet.

2. Purpose of MedPetRx

- MedPetRx helps pet owners store, manage, and share pet medical information with authorized veterinary professionals.
- MedPetRx is not a veterinary clinic and does not provide diagnosis, treatment, or emergency medical services.

3. Eligibility

- You must be at least 18 years old to create an account and use MedPetRx.
- By using the Platform, you confirm you are legally capable of entering into this Agreement.

4. Account Registration and Responsibilities

- You agree to provide accurate and complete account information.

- You are responsible for maintaining confidentiality of your login credentials and all activity under your account.
- You agree to notify MedPetRx immediately if you suspect unauthorized access.
- You are responsible for ensuring Pet Data you upload or enter is accurate.

5. Owner Consent to Data Storage and Use (Required)

- By using MedPetRx, you explicitly consent to MedPetRx storing and processing your Pet Data to provide Platform services.
- Required Consent Statement: "I consent for MedPetRx to store and use my pet's health data to provide the MedPetRx service, including medical record storage, medication and vaccine tracking, allergy tracking, and authorized sharing with veterinary professionals."
- This consent is required to use the Platform.
- You control what Pet Data is uploaded, what clinics can access it, and when access is granted or revoked.

6. Veterinary Access & Authorization

- MedPetRx may require Veterinary Providers to verify identity and licensure prior to accessing Pet Data.
- Verification may include submission of DEA number or equivalent credential.
- Veterinary Providers may only access Pet Data if the Owner grants access, enables emergency sharing, or otherwise authorizes access through sharing preferences.
- If enabled, microchip lookup may allow record access to support emergency care or lost pet identification.

7. Emergency Access Feature (Optional)

- If enabled, Emergency Access may allow verified Veterinary Providers to retrieve key Pet Data when the pet is identified through microchip number.
- Emergency access may be time-limited and recorded in an audit log.
- Emergency Access may be disabled at any time by the Owner.

8. Drug Interaction and Clinical Warning Disclaimer

- MedPetRx may display drug-drug interaction warnings, allergy alerts, and medication reminders.
- These warnings are informational only and not a substitute for veterinary medical judgment.
- MedPetRx does not guarantee completeness or accuracy of automated warnings.
- All clinical decisions must be made by a licensed veterinarian.

9. Privacy and Data Protection

- MedPetRx is designed to store Pet Data separately from personal identifying information whenever possible.
- MedPetRx uses commercially reasonable security measures including encryption, authentication controls, and secure storage.
- No system is 100% secure and you acknowledge risk of unauthorized access.
- MedPetRx may provide audit logs showing when Pet Data was accessed and by whom.

10. De-Identified Data & Research Consent (Optional)

- MedPetRx may request optional consent to use De-Identified Data for research, analytics, and service improvement.
- Optional Consent Statement: “I consent for MedPetRx to use my pet’s data in an anonymized, de-identified, aggregated form for research, analytics, and service improvement purposes.”
- You may withdraw this optional consent at any time through Settings.

11. Sharing, Exporting, and Third-Party Transfers

- MedPetRx provides sharing tools such as time-limited share links and QR codes.
- You are responsible for ensuring you share Pet Data only with trusted parties.
- MedPetRx may integrate with third-party systems (e.g., practice management software). MedPetRx is not responsible for third-party outages or errors.

12. Ownership of Data

- You retain ownership of Pet Data you upload.
- By uploading Pet Data, you grant MedPetRx a limited license to store, process, and display the data solely to provide Platform services.

13. Prohibited Use

- You may not impersonate others, submit false credentials, upload malware, access records without authorization, or use the Platform for illegal purposes.
- Violation may result in suspension or termination.

14. Account Termination and Deletion

- You may request deletion of your account at any time.
- MedPetRx may retain limited information as required by law, fraud prevention, and audit/security logging.

15. Disclaimer of Warranties

- The Platform is provided “AS IS” and “AS AVAILABLE.”
- MedPetRx makes no warranties regarding uninterrupted service, record completeness, or medical accuracy.

16. Limitation of Liability

- To the maximum extent permitted by law, MedPetRx is not liable for medical outcomes, injury, death, or treatment decisions.
- Liability is limited to the amount paid for the service (if any) during the prior 12 months.

17. Indemnification

- You agree to indemnify and hold harmless MedPetRx from claims arising from misuse of the Platform, unauthorized sharing, inaccurate data, or violations of these Terms.

18. Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of the state of _____.
- Disputes shall be resolved through informal negotiation, then arbitration or court jurisdiction in _____.

19. Updates to Terms

- MedPetRx may update these Terms from time to time. Continued use constitutes acceptance of updated Terms.

20. Contact Information

- MedPetRx Support
- Email: _____
- Phone: _____
- Address: _____

APP CONSENT FORM (In-App Signature Format)

Required Consent (Must Agree):

- I confirm I am the legal owner or authorized caretaker of this pet.
- I consent for MedPetRx to store and use my pet's health data to provide medical record storage, medication tracking, vaccine tracking, allergy tracking, and authorized sharing with veterinary professionals.
- I understand MedPetRx is not a veterinary provider and does not replace veterinary medical advice.
- I understand I can revoke sharing permissions at any time through my account settings.

Signature / Typed Name: _____

Date: _____

Optional Consent (Not Required):

- I consent to MedPetRx using my pet's data in anonymized, de-identified, aggregated form for research, analytics, and service improvement.

VETERINARY PROVIDER TERMS (Add-On Clause)

- You confirm you are licensed and legally permitted to practice veterinary medicine.
- You will only access pet records with authorized permission.
- You will not misuse, disclose, or distribute Pet Data.
- You understand all access is logged and auditable.