

Medixy

Terms & Conditions — SMS Appointment Reminder Service

Web Neuro Inc. · webneuro.ca · Calgary, Alberta, Canada

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1. Agreement Overview

These Terms govern your use of Medixy, an SMS appointment reminder service for healthcare clinics, provided by Web Neuro Inc. By activating Medixy, you agree to be bound by these Terms and confirm that you have obtained all necessary patient consents for SMS communication.

You are solely responsible for obtaining valid patient consent before sending any SMS messages through Medixy. Failure to obtain proper consent may violate CASL and expose your clinic to significant legal liability.

2. The Medixy Service

- Automated SMS appointment reminders to clinic patients
- Customizable message templates and timing settings
- Opt-out management and compliance tracking
- Delivery reporting and message status tracking
- Multi-location support for clinic groups

3. CASL Compliance — Your Obligations

Canada's Anti-Spam Legislation (CASL) strictly governs commercial electronic messages including SMS. As a Medixy subscriber, you are responsible for:

3.1 Express Consent

- Obtaining explicit written or digital consent from each patient before sending SMS reminders
- Keeping records of when and how consent was obtained
- Providing patients with a clear description of what messages they will receive

3.2 Opt-Out Management

- Every SMS must include a clear opt-out instruction (e.g., 'Reply STOP to unsubscribe')
- Opt-out requests must be honored within 10 business days
- You must never send messages to patients who have opted out
- Medixy automatically tracks opt-outs — you must not override this system

3.3 Message Content

- Messages must clearly identify your clinic as the sender

- Messages must not contain medical diagnoses or health information
- Messages must not be misleading or deceptive in any way
- Promotional content must comply with CASL commercial message requirements

4. Patient Data — Your Responsibility

You are the data controller for all patient phone numbers and personal information entered into Medixy. WebNeuro is a data processor acting on your instructions.

You warrant that:

- You have legal authority to upload patient contact information to Medixy
- All patient data was collected in compliance with PIPEDA and applicable provincial law
- Patient data is accurate and up to date
- You will promptly update or delete patient records upon request

5. Prohibited Uses

- Sending messages without valid patient consent
- Sending clinical diagnoses, test results, or health information via SMS
- Using Medixy for marketing messages beyond appointment reminders without appropriate consent
- Sharing patient phone number databases with third parties
- Reverse engineering Medixy's SMS routing or delivery architecture
- Building competing SMS reminder services using insights from Medixy

6. Non-Compete

The same 24-month non-compete protection applicable to ClinicPulse applies to Medixy. You may not build, fund, or contribute to a competing SMS reminder service for healthcare clinics during your subscription and for 24 months following termination.

7. Message Volume & Carrier Terms

Medixy message delivery is subject to Canadian carrier policies. We cannot guarantee 100% delivery of all messages. Standard carrier message and data rates may apply to your patients' mobile plans. You are responsible for informing patients of potential carrier charges.

8. Subscription, Billing & Cancellation

Medixy is offered on a month-to-month subscription billed in advance in Canadian dollars via Stripe. Cancel anytime with effect at the end of the current billing period. Message volume limits apply per plan tier.

9. Limitation of Liability

WebNeuro is not liable for CASL violations arising from your use of Medixy without proper patient consent, undelivered messages due to carrier issues, or any patient complaints arising

from SMS communications. Our total liability shall not exceed fees paid in the preceding three (3) months.

10. Governing Law

These Terms are governed by the laws of Alberta and Canada. Disputes resolved in Calgary, Alberta.

11. Contact

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