

MamaChat Terms and Conditions

Effective Date: The date you sign up for the Services.

Welcome to MamaChat! By accessing or using our services (“Services”), you are agreeing to these Terms and Conditions (“Terms”). If you do not agree with these Terms, you must immediately cease using MamaChat. These Terms establish the binding legal agreement between you and MamaChat, outlining your rights, responsibilities, and liabilities.

1. Definitions

For the purpose of these Terms, the following definitions apply:

- **MamaChat:** Refers to the AI-powered platform owned and operated by the company, providing conversational support and general advice for moms.
 - **AI:** The artificial intelligence system integrated into MamaChat, which generates responses based on user input. This system is not a substitute for professional human advice and may generate inaccurate, incomplete, or unintended information.
 - **Services:** Includes all aspects of MamaChat’s platform, website, features, and content provided by us.
 - **You/User:** Refers to any individual who accesses or uses the Services, regardless of the purpose or frequency of use.
 - **Affiliates:** Includes MamaChat’s owners, employees, contractors, agents, and related entities.
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2. Purpose of MamaChat

MamaChat is designed to provide moms with general conversational support and guidance through AI-driven interactions. These Services are offered for informational and entertainment purposes only. MamaChat does not replace professional advice, consultation, or services in any field.

3. No Professional Advice or Emergency Support

MamaChat is not a substitute for professional medical, legal, financial, mental health, or other professional advice.

- **Medical Disclaimer:** The AI is not a licensed medical professional. It cannot diagnose, treat, or provide medical advice. Consult a qualified healthcare provider for all health-related concerns.
- **Legal Disclaimer:** The AI does not provide legally binding advice. Seek assistance from a licensed attorney for legal matters.
- **Emergency Disclaimer:** MamaChat cannot address emergencies. For urgent situations, immediately contact local emergency services.

You acknowledge that reliance on any information provided by MamaChat is entirely at your own risk.

4. Limitations of Liability

To the maximum extent permitted by law:

- MamaChat provides the Services “AS IS” and “AS AVAILABLE” without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
 - MamaChat and its Affiliates disclaim all liability for direct, indirect, incidental, consequential, or punitive damages arising from your use of the Services, including but not limited to losses resulting from reliance on AI responses, technical errors, or service interruptions.
 - MamaChat’s total liability, under any circumstances, shall not exceed the amount you paid for the Services (if any) in the twelve months preceding the claim.
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5. Indemnification

You agree to indemnify, defend, and hold harmless MamaChat and its Affiliates from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys’ fees) arising from your use of the Services, violation of these Terms, or infringement of any rights of a third party. This obligation survives termination of your use of the Services.

6. Waiver of Legal Claims

By using MamaChat, you irrevocably waive the right to bring any legal action, lawsuit, or claim against MamaChat or its Affiliates for any reason related to your use of the Services. This includes, but is not limited to, claims for negligence, product liability, or breach of warranty.

7. User Conduct and Prohibited Activities

You agree not to:

- Use MamaChat for illegal, harmful, or abusive purposes.
- Share sensitive, confidential, or private information with the AI.
- Reverse-engineer, hack, or interfere with the functionality of the platform.

Violations of this section may result in immediate suspension or termination of your access to the Services and potential legal action.

8. Updates to Terms and Services

MamaChat reserves the right to modify these Terms at any time without prior notice. Updated Terms will be posted on our website and take effect immediately upon posting. Continued use of the Services constitutes your acceptance of the updated Terms.

9. Termination of Services

MamaChat may suspend or terminate your access to the Services at its sole discretion, without notice, for any reason, including but not limited to violations of these Terms or misuse of the platform.

10. Governing Law and Jurisdiction

These Terms are governed by the laws of Michigan, United States. Any disputes arising under these Terms shall be resolved exclusively in the courts of the courts in Oakland County, Michigan.

11. Acknowledgment of AI Limitations

You acknowledge and accept the following:

- The AI may produce inaccurate, inappropriate, or incomplete responses.
- You are solely responsible for verifying the accuracy and appropriateness of any information provided by the AI before taking action.
- Use of the Services is entirely at your own risk.

12. Eligibility to Use Services

MamaChat is intended for users aged 18 and older. If you are under 18, you may only use the Services with the consent of a parent or legal guardian. By accessing the Services, you affirm that you meet these eligibility requirements.

13. Entire Agreement

These Terms constitute the entire agreement between you and MamaChat concerning your use of the Services. They supersede all prior agreements or communications. If any part of these Terms is found to be unenforceable, the remaining provisions will remain in effect.

By using MamaChat, you confirm that you understand and agree to these Terms.

If you have questions or concerns, please contact us at support@mamachat.ai.