

Terms of Use

Effective Date: March 29, 2024

These Terms of Use ("Terms") govern your access to and use of the 3rd Age Crew mobile and/or web application ("App"). By accessing or using the App, you agree to be bound by these Terms.

1. Eligibility

You must be at least 18 years old and have the legal capacity to enter into these Terms to use the App.

2. User Accounts

You may be required to create an account to access certain features of the App. When creating your account, you agree to:

- Choose a strong password that meets the following complexity requirements:
 - Minimum length of characters (e.g., 12 characters)
 - A combination of uppercase and lowercase letters
 - Numbers
 - Symbols
- Keep your password confidential and not share it with anyone.
- You are responsible for all activities that occur under your account.

3. Content

The App contains content, including text, graphics, images, and other materials ("Content"). The Content is owned by 3rd Age Crew or its licensors. You may not use any Content without the prior written consent of 3rd Age Crew.

4. Protected Health Information (PHI)

The App may allow you to store and manage your Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA). You are solely responsible for:

- The accuracy, completeness, and confidentiality of your PHI.
- Taking all reasonable steps to safeguard your PHI, including protecting the confidentiality of your login credentials.

We will not share your PHI with any third party without your written authorization, except as required by law or to fulfill your requests for services.

5. Third-Party Services

The App may integrate with third-party services. You acknowledge that your use of such third-party services is governed by the terms of service of those providers.

6. Disclaimer

The App and Content are provided "as is" and without warranties of any kind, express or implied. 3rd Age Crew disclaims all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

7. Limitation of Liability

3rd Age Crew will not be liable for any damages arising out of or related to your use of the App, even if 3rd Age Crew has been advised of the possibility of such damages.

8. Termination

We may terminate your access to the App at any time, for any reason, without notice.

9. Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of Massachusetts without regard to its conflict of law provisions.

10. Entire Agreement

These Terms constitute the entire agreement between you and 3rd Age Crew regarding your use of the App.

11. Contact Us

If you have any questions about these Terms, please contact us at support@3rdagecrew.com.

12. HIPAA Compliance

We are committed to complying with HIPAA. We have implemented appropriate safeguards to protect the confidentiality, integrity, and availability of PHI. We maintain a Business Associate Agreement ("BAA") with any third-party service providers who access PHI through the App.