# Terms of Use

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## 1. Acceptance of Terms

By accessing or using the websites, applications, or services of Friendly Care LLC ("Friendly Care," "we," "us," or "our"), you ("User," "you," or "your") agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, please do not use our Services.

## 2. Description of Services

Friendly Care provides non-medical homecare services including but not limited to:

* Personal care assistance
* Companionship services
* Light housekeeping and meal preparation
* Transportation assistance
* Medication reminders (non-medical)
* Activities of daily living support

Our website also provides:

* Information about our services
* Online job applications and employment opportunities
* Customer service and support resources
* Educational content and resources

## 3. Eligibility and Account Registration

### Eligibility

You must be at least 18 years old to use our Services or have parental/guardian consent if you are a minor.

### Account Registration

* You may need to create an account to access certain Services
* You are responsible for maintaining the confidentiality of your account credentials
* You agree to provide accurate, current, and complete information
* You must notify us immediately of any unauthorized use of your account

## 4. Acceptable Use

### Permitted Uses

You may use our Services for:

* Legitimate personal or business purposes
* Accessing information about our homecare services
* Applying for employment opportunities
* Communicating with our staff for service-related matters

### Prohibited Uses

You may not:

* Use our Services for any unlawful purpose or in violation of applicable laws
* Impersonate any person or entity or misrepresent your affiliation
* Transmit viruses, malware, or other harmful code
* Attempt to gain unauthorized access to our systems
* Interfere with or disrupt our Services or servers
* Harvest or collect personal information about other users
* Use automated systems (bots, spiders, scrapers) without permission
* Post or transmit offensive, threatening, or inappropriate content

## 5. Job Applications and Employment

### Online Applications

* Job applications submitted through our website are subject to our Privacy Policy
* Application information will be used solely for employment-related purposes
* We are an equal opportunity employer and do not discriminate based on protected characteristics
* Application data may be retained according to our data retention policies

### Background Checks

* Employment may be contingent upon satisfactory background checks
* We comply with all applicable fair credit reporting and employment laws
* Applicants will be notified if adverse action is taken based on background check results

### Employment Relationship

* These Terms do not create an employment relationship
* Employment terms will be governed by separate employment agreements
* At-will employment presumption applies unless otherwise specified in writing

## 6. Intellectual Property Rights

### Our Content

* All content on our website is owned by Friendly Care LLC or our licensors
* Content is protected by copyright, trademark, and other intellectual property laws
* You may not reproduce, distribute, or create derivative works without permission

### User Content

* You retain ownership of content you submit to us
* You grant us a license to use, modify, and display your content for business purposes
* You represent that you have the right to grant this license
* You are responsible for ensuring your content does not infringe third-party rights

### Trademarks

* Friendly Care LLC and our logos are trademarks of Friendly Care LLC
* Third-party trademarks mentioned are the property of their respective owners

## 7. Privacy and Data Protection

### Privacy Policy

Your privacy is governed by our Privacy Policy, which is incorporated into these Terms by reference.

### HIPAA Considerations

While we provide non-medical homecare services:

* We may receive limited health information to coordinate care
* We implement appropriate safeguards for any health-related information
* We are not typically covered entities under HIPAA but follow similar privacy principles
* Medical information sharing requires appropriate consent and authorization

### Communication Monitoring

* We may monitor and record communications for quality assurance and training
* Recordings may be used to improve our services and resolve disputes
* We will notify you when communications are being recorded

## 8. Payment Terms

### Service Fees

* Fees for services will be clearly communicated before service begins
* Payment terms are specified in your service agreement
* We accept various payment methods as indicated during checkout

### Late Payments

* Late fees may apply as specified in your service agreement
* We reserve the right to suspend services for non-payment
* Collection activities may be pursued for delinquent accounts

### Refunds

* Refund policies are specified in your service agreement
* Requests for refunds must be submitted in writing
* Processing time for approved refunds is 5-10 business days

## 9. Disclaimers and Limitations

### Service Availability

* Services are provided "as is" and "as available"
* We do not guarantee uninterrupted or error-free service
* Scheduled maintenance may temporarily affect availability

### No Medical Advice

* Our services do not include medical care or medical advice
* We are not healthcare providers or medical professionals
* Always consult qualified healthcare professionals for medical concerns

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

* We disclaim all warranties, express or implied
* Our liability is limited to the amount paid for services in the preceding 12 months
* We are not liable for indirect, incidental, or consequential damages
* Some jurisdictions do not allow these limitations, so they may not apply to you

## 10. Indemnification

You agree to indemnify and hold harmless Friendly Care LLC, its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

* Your use of our Services
* Your violation of these Terms
* Your violation of any third-party rights
* Any content you submit or transmit

## 11. Termination

### Termination by You

* You may terminate your account at any time by contacting us
* Termination does not relieve you of payment obligations for services already provided

### Termination by Us

We may terminate or suspend your access if:

* You violate these Terms
* You engage in fraudulent or illegal activities
* We discontinue our Services
* Required by law or regulatory authorities

### Effect of Termination

* Your right to use our Services immediately ceases
* Certain provisions of these Terms survive termination
* We may retain information as permitted by our Privacy Policy

## 12. Dispute Resolution

### Governing Law

These Terms are governed by the laws of [Your State], without regard to conflict of law principles.

### Arbitration

Any disputes arising from these Terms or your use of our Services shall be resolved through binding arbitration, except:

* Claims for injunctive relief
* Small claims court matters
* Employment-related disputes

### Class Action Waiver

You agree to resolve disputes individually and waive the right to participate in class actions or collective proceedings.

## 13. Modifications to Terms

### Right to Modify

We reserve the right to modify these Terms at any time. Changes will be effective:

* Immediately upon posting for non-material changes
* 30 days after notice for material changes

### Notification of Changes

* Updated Terms will be posted on our website
* Material changes may be communicated via email or account notifications
* Continued use constitutes acceptance of modified Terms

## 14. General Provisions

### Entire Agreement

These Terms, together with our Privacy Policy and any service agreements, constitute the entire agreement between you and Friendly Care LLC.

### Severability

If any provision is found unenforceable, the remaining provisions remain in full force and effect.

### Waiver

Our failure to enforce any provision does not constitute a waiver of that provision.

### Assignment

You may not assign these Terms without our written consent. We may assign these Terms in connection with business transactions.

### Force Majeure

We are not liable for delays or failures due to circumstances beyond our reasonable control.

## 15. Contact Information

For questions about these Terms of Use:

### General Contact Information

Friendly Care LLC  
 Phone: (860)382-4625  
 Email: info@yourfriendlycare.com

Legal Notices:  
 info@yourfriendlycare.com

*These Terms of Use are effective as of the date listed above and supersede all prior versions.*