

Terms and Agreement for Thrive Education

Last Updated: October 2024

1. Acceptance of Terms

By downloading, installing, or using **Thrive Education** ("the App"), you acknowledge that you have read, understood, and agree to be bound by the following Terms and Agreement ("Terms"). If you do not agree to these Terms, you may not use the App.

2. Nature of Services

Thrive Education provides **educational content** designed to assist users in better understanding their health and managing their condition. The content is personalized based on health information you provide, and is **not a substitute for professional medical advice, diagnosis, or treatment**.

3. No Medical Advice or Relationship

You acknowledge that the content provided by the App is for **informational purposes only** and is **not intended as medical advice**. The information provided does not constitute a diagnosis, treatment, or a patient-doctor relationship. Always consult with your healthcare provider before making decisions related to your health or treatment.

- **Emergencies:** Do not use the App for medical emergencies. In the event of a medical emergency, call your doctor or 911 immediately.

4. Health Information and Data Collection

The App collects certain health-related information from you to provide personalized educational content. By providing this information, you consent to its use in accordance with these Terms and our **Privacy Policy**.

- **Accuracy of Data:** You are responsible for ensuring the accuracy of any data or health information you provide. **Inaccurate or incomplete information may affect the quality of educational content generated by the App.**
- **Data Retention:** We retain health data for as long as it is necessary to provide you with services or as required by law. You can request deletion of your data as outlined in our Privacy Policy.

5. HIPAA Compliance and Data Security

The App is designed to be compliant with the **Health Insurance Portability and Accountability Act (HIPAA)** to ensure the security and confidentiality of your health information. We utilize **industry-standard encryption** and security practices to protect your data from unauthorized access.

However, **it is your responsibility to maintain the security of your device and login credentials**. We are not responsible for any breaches of data resulting from your failure to protect your device or account details. You agree that:

- **Device Security:** If you leave your device unattended or fail to secure your phone (e.g., via PIN, fingerprint, or facial recognition), **you are responsible for any unauthorized access to your data**.
- **Login Credentials:** You are responsible for safeguarding your username and password. Do not share your login details with anyone. If you suspect unauthorized access, notify us immediately at **contact@thethriveeducation.com**.

6. User Responsibility for Health Information Disclosures

While we maintain strict security measures, you agree that **we are not responsible for any health information that you choose to disclose** outside of the App, including:

- Sharing your device with others,
- Leaving your device in unsecured locations,
- Posting personal health information on social media or other public forums.

You acknowledge that **you are responsible for maintaining the confidentiality of your own health information** once it leaves the confines of the App.

7. Third-Party Services and Links

The App may contain links to third-party websites or services. **We do not endorse, control, or assume responsibility for the privacy policies or practices of third parties**. By accessing third-party links, you do so at your own risk.

8. Use of AI Technology

The App uses AI algorithms to generate personalized educational content. While the AI is trained to offer helpful information, it may not always produce perfect or comprehensive advice. **The AI-generated content is educational and should not be interpreted as medical guidance.**

9. Limitation of Liability

To the fullest extent permitted by applicable law:

- **No Warranties:** We provide the App "as is" and without warranties of any kind, either express or implied. We do not guarantee that the App will be error-free, uninterrupted, or that it will meet your specific needs.
- **No Liability for User Actions:** We are not responsible for any decisions you make based on the information provided by the App. You acknowledge that you are solely responsible for any actions or inactions taken based on the content generated by the App.
- **Data Breaches Beyond Our Control:** While we strive to protect your data, we are not responsible for breaches resulting from hacking, phishing, malware, or other cyber-attacks that are beyond our control.

10. Disclaimers on Health Information and Educational Content

The content provided by the App is based on **user-supplied data**. We make no guarantee as to the completeness, accuracy, or timeliness of this information. The educational content generated:

- **Is not a substitute for medical treatment or diagnosis** by a qualified healthcare provider,
- **May not be fully tailored to your specific needs** if incomplete or inaccurate data is provided,
- **Should not be used to make critical medical decisions** without consulting a healthcare professional.

11. Indemnification

You agree to indemnify, defend, and hold harmless Thrive Education LLC, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, or expenses (including attorney fees) arising from your use of the App or violation of these Terms.

12. User Content and Ownership

Any data, information, or materials you provide through the App remain your property. However, by submitting information to the App, you grant Thrive Education LLC a non-exclusive, worldwide, royalty-free license to use, store, and process your data solely for the purpose of providing the services outlined in these Terms.

13. Termination of Access

We reserve the right to suspend or terminate your access to the App at any time without notice if we determine, in our sole discretion, that you have violated these Terms or pose a security threat to other users.

14. Modifications to Terms

Thrive Education LLC reserves the right to modify these Terms at any time by providing notice to you within the App or via email. Continued use of the App after any such modifications indicates your acceptance of the updated Terms.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of Texas, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in Texas.

16. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

17. Entire Agreement

These Terms constitute the entire agreement between you and Thrive Education LLC concerning your use of the App and supersede all prior agreements or understandings, whether written or oral.

18. Contact Information

If you have any questions or concerns about these Terms or your use of the App, please contact us at:

- Email: contact@thethriveeducation.com