

Terms of Service and Privacy Policy

Last Updated: 05/30/2021

If you are in immediate danger or need of emergency help, call 911.

SCOPE; ACCEPTANCE OF TERMS

At CONTACT Line (“we,” “us,” or “our”), our goal is to support people who feel lonely, free of charge.

Before accessing or using our website, having face-to-face conversations with trained volunteer counselors (“Listeners”), or participating in our 24/7 online support group chats (all together, the “Services”), please read the following. By accessing or using our Services you agree to be bound by these Terms of Service (“Terms of Service”) and our Privacy Policy (“Privacy Policy”; together with the Terms of Service, “Terms”) described below. If you do not agree with these Terms, discontinue use of our Services immediately. You must be at least 18 years of age to use our Services.

You may contact us by email at help.contactline@gmail.com with questions about these Terms.

CONSENT; CHANGES TO TERMS

These terms may be changed from time to time. Any changes will be effective immediately upon our posting them to our website at contactline.org. Continuing to use the Services after revised Terms are posted means you accept the revised Terms.

Each time you schedule a conversation with one of our Listeners, you will receive a link to our current Terms to review prior to continuing to use the Services. Using the Services after you have been presented with that link means that you accept the Terms that are then in effect.

NATURE OF THE SERVICES

Our services are intended to offer you support in moments of loneliness or other mental health-related struggles. However, we are not a replacement for mental health treatment, professional health care, psychiatric care, or therapy of any kind. Your use of our Services in no way creates or implies a therapist-client relationship, a therapist-patient relationship, a doctor-patient relationship, an attorney-client relationship, or any other type of confidential relationship between you and our staff. If you are experiencing a medical emergency, call your doctor or 911 immediately. If you are experiencing a long-term or clinical issue, consult a medical professional. You are in control of your own actions; we will support you to the extent that we can to promote your well-being, but only you control your actions, reactions, and words.

To protect the safety and privacy of our staff and Listeners, you agree not to communicate with our Listeners outside of the Services. Please email help.contactline@gmail.com with any questions, comments, or feedback for us.

RISKS, USE OF SERVICES

CONTACT Line should not be used as a crisis line. Listeners at CONTACT Line are not trained to respond to any emergencies, medical or otherwise. If you believe that you or another individual may cause harm onto yourself or others, immediately call 911 or a crisis line for assistance. By using our Services, you acknowledge that you are assuming all risk. Listeners and all other entities associated with CONTACT Line are neither employees nor representatives of CONTACT Line; CONTACT Line assumes no responsibility for any act of these agents.

You acknowledge and agree to hold us harmless for damages including personal, data, or financial losses, indirect, consequential, special, punitive, or exemplary that arise from (a) use of Services, (b) unavailability of services, (c) quality of the conversation with the Listener, (d) effect of the conversation during or after, (e) your breach of these Terms, (f) your violation of the law, or (g) information provided to you by CONTACT Line. CONTACT Line cannot guarantee the effectiveness, validity, or availability of our Services. Any reliance on information gained from CONTACT Line is done so at your own risk and liability.

CONTACT Line and associated entities make no warranty that our Services fulfill your requirements or expectations. We are not liable for acts of negligence, errors, timeliness, or lack of interruption on behalf of our Listeners.

PROHIBITED USES; RIGHT TO TERMINATE ACCESS

You understand and agree to use the Services offered by CONTACT Line only for lawful and legitimate purposes in accordance with these Terms. Any failure to do so will result in the termination of your CONTACT Line account and any further conversations with our Listeners.

You agree not to use the Services or Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable identifiable information, or otherwise.
- To transmit any advertising or promotional material without prior written consent, including any “junk mail”, “spam”, or other similar abuses of CONTACT Line, our Services, or our users
- To threaten, harass, or otherwise inappropriately abuse CONTACT Line, its staff, or its volunteers
- To send, knowingly receive, upload, download, use, or re-use any materials that do not comply with these Terms
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm CONTACT Line or users of the Services or expose them to liability
- To otherwise attempt to interfere with the proper working of CONTACT Line or the Services

CONTACT Line reserves the right to terminate your access to the Services for, but not limited to, the following: (a) your breach of these Terms; (b) CONTACT Line determination that you are using the Services in any manner that may be degrading or disrupting to the CONTACT Line community; (c) for any other reason, at our sole discretion.

COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION

“Personally Identifiable Information” is data that can be used to specifically identify you, including your full name, phone number, facial identification, or email address. While in a conversation at CONTACT Line, you may be asked to voluntarily provide Personally Identifiable Information, but it will never be required of you. CONTACT Line volunteers will only ask this information if they believe that they could better serve or support you using this information. Even if Personally Identifiable Information is collected, it will never be shared with any third parties. CONTACT Line may utilize your Personally Identifiable Information to improve our services by sending you feedback forms, but there will be no other outside contact between you and the trained volunteers.

The only Personally Identifiable Information that we collect from you will be voluntarily provided by you and through your conversation with the Listener. Additionally, if you choose to fill out a feedback form on our website or via a link sent to you following a conversation with a Listener, we may ask about your experiences in that conversation. You may choose to keep your responses anonymous.

DISCLOSURES TO THIRD PARTIES

We value your safety. We seek to support your well-being in the least invasive way possible. In rare cases, if your communications with us indicate that you are at imminent risk of serious injury or death (e.g. if you have suicidal intent, a plan, access to means, and an imminent timeline), or if we have reason to believe that it is necessary to prevent a person’s serious injury or death, we might contact law enforcement, state authorities, or emergency services. At that point, we might ask you for Personally Identifiable Information (e.g. where you are or what your name is). This will not happen unless we believe it is necessary; we understand that it can be disruptive.

Additionally, we may disclose Personally Identifiable Information to third parties if we believe such disclosure is necessary: (A) to comply with the law or in response to a subpoena, court order, government request, or other legal process; (B) to protect the interests, rights, safety, or property of CONTACT Line, its affiliates, employees, agents, or volunteers, including but not limited to Listeners and staff; (C) to enforce our Terms; (D) to address fraud, security, technical issues, or to operate the Services or its infrastructure systems properly.

OUTSIDE REFERRALS

It is possible that during a Conversation, you will be referred to another hotline, resource, or program. We will never give any third party your contact information, but we may give you, the Listener, their details if you wish to receive support from their services. It is completely your choice if you choose to follow through with these referrals. We do not control the privacy policies of others; it is up to you to read and understand their own rules regarding use or disclosure of Personally Identifiable Information.

HOW WE PROTECT YOUR PERSONALLY IDENTIFIABLE INFORMATION

We value the security of your Personally Identifiable Information. We take several security precautions, including Zoom encryption and physical measures (i.e. deleting the contact information we collect prior to Conversations after they end), to protect your Personally Identifiable Information from theft, misuse, unauthorized access, disclosure, or alteration. We only permit approved CONTACT Line employees and third parties to access the servers on which your information is stored prior to deletion. We recognize that despite our precautions, perfect security does not exist anywhere, including for Zoom and online communication data. We take appropriate measures to safeguard against unauthorized use of your Personally Identifiable Information, but we cannot assure you that your Personally Identifiable Information or communications with CONTACT Line will never be disclosed in a manner inconsistent

with this policy. We make no warranties or representations regarding the sufficiency of our security measures to prevent unauthorized use of your Personally Identifiable Information by third parties.

SEVERABILITY; ENTIRE AGREEMENT

Invalidity or unenforceability of any of one or more clauses in these Terms does not have any impact on the validity and enforceability of any other clause in these Terms. If a court finds any clause of these Terms to be invalid or unenforceable, that clause will be modified to reflect the original intention of the parties and enforced to the maximum extent possible while the remainder of these Terms shall continue to be in full force and effect.

DISCLAIMER

CONTACT Line seeks to support people facing loneliness and other mental health related struggles, and is not a substitute for mental health treatment, professional health care, psychiatric care, or therapy of any kind. All information presented through the Services is for informational purposes only and is not intended as professional medical advice, diagnosis, or treatment. CONTACT Line disclaims all warranties of any kind, whether express or implied.