

Terms and Conditions for Canadian Mental Health Association, BC Division's ("CMHA BC") Care to Speak Peer Support Line and Peer Support Chat Services.

Care to Speak Peer Support Line and Peer Support Chat (Individually and collectively, the "Service") are bound by the following terms and conditions.

Please read the following statement before using this service. By using the Service, you agree to the terms and conditions described below. If you do not agree to the terms and conditions, you may not use the Service.

NATURE OF THE SERVICE

YOUR PARTICIPATION IN THE SERVICE DOES NOT CONSTITUTE MENTAL HEALTH CARE OR TREATMENT AND DOES NOT CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP OR A THERAPIST-PATIENT RELATIONSHIP OR ANY OTHER SORT OF PROFESSIONAL OR THERAPEUTIC RELATIONSHIP. THE SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

Canadian Mental Health Association, BC Division ("we", "our", or "us") and its employees, board of directors, volunteers, peer support specialists, service providers, agents, or any other entities with whom the Service has contracts, are not responsible for any decisions, or results of the decisions that you make while, as a result of, or after participating in the Service. This includes whether you choose to seek or not seek professional care, or to modify or terminate specific treatment that you are currently receiving based on the information provided by the Service. You are responsible for all decisions you may or may not make during and after using the Service and assume all risk related to those decisions.

PRIVACY AND SECURITY AND THE COLLECTION OF DATA

We are committed to providing you the best possible service at all times. Contacts made with the CMHA BC Care to Speak Peer Support Line and Peer Support Chat may be monitored for training and quality assurance purposes.

We take your privacy and security very seriously. Security controls, including encryptions and authentication, are in place to ensure the protection of your information. We will not share or disclose your personally identifiable information; however, we do reserve the right to disclose any personal information to the authorities as required or permitted by law, as well as to authorize the engagement of law enforcement or medical services to initiate a safety check.

In addition, we collect and store information, including the possible content of conversations occurring on the Service, which we could use to create, or permit a third-party researcher subject to a strict confidentiality agreement to create, anonymized aggregate information, that does not identify individual users, for the purpose of quality assurance and peer support research aimed at contributing to the advancement of peer support services. Data from conversations collected, stored and used will follow the principle of minimal risk. Data will be collected, stored and used only for the purpose of facilitating better help to clients, ensuring quality assurance and for clearly defined research objectives that we determine could contribute to the development of better practices in peer support using new technologies. An annual review of data being collected and retained will determine if the data collected will be deleted permanently or retained for a limited time for one or more of the purposes stated in this policy.

We may share this aggregated, non-personally identifiable information, and any content of conversations occurring on the Service, with our partners, researchers or third-parties for these purposes. Information allowing for the identification of individual users will not be associated with this aggregate information.

Despite these procedures, the Internet is an imperfectly secure environment and the CMHA BC cannot guarantee protection from intruders or interceptors. You agree to use the Service and submit information at your own risk. You agree that the CMHA BC has no liability regarding unauthorized access to the Service.

ADDITIONAL DISCLAIMERS

The Service is provided on an “as is” basis and “as available” basis. The CMHA BC and its service providers do their utmost to maintain a high standard of care. However, the CMHA BC and its service providers expressly disclaim all warranties of any kind, whether expressed or implied and make no warranty that the Service will: A) meet your requirements; B) be uninterrupted, timely, secure, or error-free; or C) meet your expectations. The foregoing disclaimers of liability apply to all damages or injury, including those caused by any failure of performance, error, omission, interruption, deletion, defect or delay in operation or transmission, whether for breach of contract, tortious behavior, including negligence, or any other cause of action.

The CMHA BC and its employees, board of directors, volunteers, peer support specialists, service providers, agents or any other entities with whom the CMHA BC has contracted shall have no liability for 1) actions taken by you or a third party, or not taken by you or a third party, or 2) the unavailability of the Service, and you agree to indemnify us and hold us harmless for damages arising out of A) your use of the Service, B) your breach of these Terms, C) your violation of the law, D) claims asserted by third parties that you are in breach of these Terms, or E) information provided by you through the Service. Without limiting the foregoing, in no event shall the CMHA BC be liable for any special, incidental, consequential, exemplary or indirect damages.

MODIFICATION OF TERMS, CONDITIONS AND PRIVACY POLICY

These Terms and Conditions may be modified from time to time. Any changes will be effective immediately upon posting. Each time you access this Service you will be presented with the current Terms and Conditions and Privacy Policy for acceptance. You must agree to the modified terms to use this service.