

Free 2 Talk Counselling terms of service and privacy notice

IF YOU ARE IN DANGER OR NEED EMERGENCY HELP, CONTACT 911 OR THE EMERGENCY SERVICES IN YOUR AREA.

Terms of Service

Scope; Acceptance of Terms and Conditions

Free 2 Talk (the “Service”) is Essence of Mind Outreach Program telephone counselling line offering supportive services to our callers. We offer professional counselling through one-on-one sessions, group sessions, anonymous calls, as well as a referral program to extended services in the community.

Before using or accessing this services, please read the following. By accessing or using the Service you agree to these Terms of Service (the “Terms of Service”) and the privacy policy (the “Privacy Policy” and together with the Terms of Service, these “Terms”) described below. These Terms govern your access and use of the Service. You may contact Free 2 Talk here <https://myessenceofmind/free2talk/> with questions about these Terms. If you don’t agree to these Terms, you may not use the Service.

Nature and Use of Information Provided Through the Service

Please remember that your participation in the Service does not constitute a doctor-patient relationship, a therapist-client relationship, a therapist-patient relationship, or a lawyer-client relationship. We’re not your doctor, your therapist, your lawyer, your parent, or your friend. The Service is not a substitute for professional health care. If you believe you are experiencing a medical emergency, immediately call your doctor or 911. And, if you are experiencing a clinical or long-term issue, you should consult a medical professional.

Unless you volunteer information at the beginning of each call, you will remain anonymous and not trackable. At your request our counsellors will also provide a confidential service. Which means that it is the **legal and ethical duty of the Counsellor you speak with not to reveal information about you to unauthorized individuals.**

If you do volunteer your name or location, there are legal limits to confidentiality. We may be required to disclose your telephone number and other personal information to an external source, if we think that you or others may be in danger. This is called the “duty to report.”

We have a duty to report in the following cases:

1. If you tell us you are planning to hurt yourself or someone else.
2. If you tell us that a child is or may be in need of protection; or
3. If you tell us that someone is hurting you, has hurt you, or is likely to hurt you in the future;
or

We will let you know that we believe you are in danger and we will have a discussion with you about what will happen next to assist you safely. When the Counsellor contacts the RCMP, they will communicate any preferences you may have, and advocate first to enlist the assistance of a mental health mobile crisis team if possible, and if appropriate. If you choose, the Counsellor can remain on the phone with you until emergency services arrive.

Neither Free 2 Talk/Essence of Mind Outreach nor any of our volunteers, Counsellors, or partners are responsible for any decisions, or results of the decisions that you make while, as a result of, or after using 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 this service. Free 2 Talk can ask questions, explore options, but only you control your own actions, reactions, and words.

Survey

At the end of your live chat conversation, you will be directed to our website to complete a short survey. This is to help us improve our services as well learn from you. Completing the survey is voluntary.

Risks, Use of Service

You assume all risk for use of the service. Neither Free 2 Talk/Essence of Mind Outreach nor any of our volunteers, Counsellors, or partners or any other entities with whom Free 2 Talk has contracted shall have any 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 Free 2 Talk. Without limiting the foregoing, in no event shall Free 2 Talk be liable for any special, incidental, consequential, exemplary or indirect damages.

The service is provided on an “as is” basis and “as available” basis. Free 2 Talk and its service providers expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, Free 2 Talk and its service providers 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, unlawful tortious behaviour, including negligence, or any other cause of action.

Prohibited Uses; Right to Terminate Access

You may use the Service only for lawful purposes and in accordance with these Terms. You agree to use the Service only for lawful and legitimate purposes. You agree not to use the Service:

- in any way that violates any applicable federal, provincial, local and international law or regulation;
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information or otherwise;
- to threaten, harass, intimidate, or otherwise inappropriately abuse Free 2 Talk/Essence of Mind Outreach nor any of our volunteers, Counsellors, or partners or others;
- to send, knowingly receive, upload, download, use or re-use any content which does not comply with these Terms;
- to “spam,” gather or attempt to gather personal information belonging to users, Free 2 Talk employees or others for the purposes of spamming, marketing, selling to third parties, or otherwise abusing Free 2 Talk or its users;
- to impersonate or attempt to impersonate another person or entity; or
- 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 Free 2 Talk or users of the Services or expose them to liability; or
- to copy, adapt, decompile, reverse engineer, attempt to discover the source code of or make derivative works of the Service or any portion of the Service; or
- to otherwise attempt to interfere with the proper working of the Service, including bypassing any of our protocols.

Free 2 Talk reserves the right to terminate your access to the Service if you violate these Terms, including by engaging in the prohibited uses described above.

Free 2 Talk may also unilaterally terminate your access to the Service. For example, we might determine that you’d be better served by a different kind of support or that you require service beyond those that we can reasonably provide to you. Free 2 Talk further reserves the right to terminate the Service or your access to it, for any other reason, at our sole discretion.

Governing Law; International Users

The Service is operated in Canada. If you are located outside Canada, please be aware that any information you provide will be collected in or transferred to Canada. By using the Service and/or providing us with your information, you consent to that collection and transfer.

These Terms of Service and the provision of the Service is governed solely by, and shall be interpreted according to, the laws of the Province of Ontario without giving effect to principles of conflict of law. Free 2 Talk and you both consent to the exclusive jurisdiction of the provincial and federal courts located in the City of Toronto.

Severability; Entire Agreement

If a court finds any provision of these Terms of Service to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining terms shall remain in full force and effect. These Terms constitute the entire agreement between you and Free 2 Talk, superseding any other written or oral agreements or understandings.

Privacy and Security

We take your privacy and security very seriously, so we employ reasonable security controls (including encryption) to help protect your information. Despite these protections, many technologies remain an imperfectly secure environment and Free 2 Talk cannot guarantee protection from intruders, hackers or interceptors. You agree to use the Service and submit information to Free 2 Talk at your own risk, and you agree that Free 2 Talk has no liability regarding anyone's unauthorized access to the Service.

Additionally, we care about the privacy and safety of our Volunteer staff and Counsellors. In using the Service, you agree to not communicate with our Counsellors outside of the Service. If you have questions, comments or feedback for us, please contact us: <https://myessenceofmind/free2talk/>. For further information about how we protect your privacy, please review the Privacy Notice at <https://myessenceofmind/free2talk/>.

If you have any questions about the contents of this page, you can call us at 1-855-700-6463 and ask to speak with our service manager.