

## **Genesee Health System Crisis Text Line provided by Protocall Services Terms of Use**

**Effective Date: February 13, 2025**

### **DESCRIPTION OF THE PROGRAM:**

The **Genesee Health System Crisis Text Line** is provided by Protocall Services, Inc. via SMS text messaging. By enrolling in this Service, you will receive crisis support messages, mental health counseling information, behavioral health resource updates, and related communications.

**USE OF THIS SERVICE IS BOUND BY THESE TERMS OF USE** (“Terms”). Please read the following agreement before using this service. By using crisis texting (SMS) or short codes (a 5–6-digit phone number directed user access) (the “Service”), which is operated by Protocall Services, Inc., you agree to the binding Terms described here. These Terms may be modified from time to time. Any changes will be effective immediately upon posting. Your continued use of the Service will be considered acceptance of the then current terms and conditions. Each time you access the Service you will have access to these Terms and Privacy Policy for review. “You” “your”, “yours”, “User” or “Customer” may be used in these Terms meaning the user of the Service; “we,” “us” and “our” refers to Protocall Services, Inc.

### **MESSAGE FREQUENCY AND RATES:**

Message frequency varies. Message and data rates may apply.

### **CUSTOMER CARE AND HELP:**

For assistance, reply with the keyword **HELP**. For further support, please contact our 24 hour crisis hotline via our phone number **1-810-257-3740**. Carriers are not liable for delayed or undelivered messages.

### **TERMINATION OF SERVICE:**

You may cancel the Service, which is delivered by SMS messages, at any time. Simply text **STOP** to the short code or ten-digit number, as applicable. After you send the SMS message **STOP**, we will send you a confirmation message indicating that you have been unsubscribed. Once unsubscribed, you will no longer receive SMS messages from us. If you wish to rejoin, please sign up again and we will resume sending SMS messages. If you have any questions about your text or data plan, please contact your wireless provider, not Protocall Services, Inc.

### **ELIGIBILITY AND SERVICE DESCRIPTION:**

The Service is available to individuals aged 13 or older who wish to arrange mental health counseling or substance use services, or who are concerned about their own emotional well-being or that of a loved one regarding issues including, but not limited to, situational distress, anxiety, depression, substance use, and suicidal thoughts, among other behavioral health concerns. The Service is provided by behavioral health professionals who are committed to maintaining confidentiality as reasonably possible; however, please note that the reception and transmission of texts may be subject to interception if not secured by appropriate digital measures. These Services are not intended to be a substitute for therapeutic treatment.

**PERMITTED USES:**

By using the Service, you agree not to use the Service for any purpose other than to arrange mental health or substance use services, get support for your own emotional well-being or those of a loved one for issues including but not limited to situational distress, anxiety, depression, substance use, suicidal thoughts among other behavioral health concerns.

Prohibited uses shall be subject to your termination of use of the Services, by us, in the sole discretion of Protocall Services, Inc. Prohibited uses and misuse of the Services include, but are not limited to:

- Directing racist language at a Protocall employee
- Use of sexually explicit content for personal gratification
- Soliciting or providing professional services
- Impersonating another person or origin of the data provided
- Reselling the Services for use by others not in privity with Protocall Services, Inc.
- Reverse engineering, copying, disassembling, or decompiling the Services or disclosing any confidential or proprietary elements of the Services to other parties
- Attempting to disrupt, bypass, exploit, defeat, overload, or disable limitations or restrictions, security or otherwise, placed on the Services.
- Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, including but not limited to artificial intelligence scraping applications, to gain access to or use the Services.
- Any unlawful purpose including but not limited to violating laws, regulations, governmental orders, industry standards, or telecommunications providers' requirements or guidance in any applicable jurisdiction, including any of the foregoing that require (a) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.

Protocall Services, Inc. and its professionals shall not be liable for any damages arising from:

- The use or misuse of the Service
- Use the service to train and chatbot or for artificial intelligence (AI) technologies
- Any interruption or disruption of the Service
- Any unauthorized access to or use of your information
- Any actions or inactions taken by you or others based on information or support provided through the Service

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

Protocall Services, Inc. and any of its employees or agents are not 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.

TO THE EXTENT PERMITTED BY LAW IN YOUR JURISDICTION, YOU ASSUME ALL RISK FOR USE OF THIS SERVICE. PROTOCOL SERVICES, INC. AND ANY OF ITS EMPLOYEES OR AGENTS HAVE NO LIABILITY FOR ACTIONS TAKEN BY YOU OR A THIRD PARTY, OR NOT TAKEN BY YOU OR A THIRD PARTY, AND YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FOR DAMAGES ARISING OUT OF INFORMATION PROVIDED THROUGH THIS SERVICE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL PROTOCOL SERVICES, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES. DAMAGE LIMITATIONS ON INTENTITONAL OR GROSSLY NEGLIGENT CONDCUT BY USE MAY NOT BE LAWFUL IN YOUR JURISDICTION.

THIS SERVICE IS PROVIDED ON AN “AS IS” BASIS AND “AS AVAILABLE” BASIS. PROTOCOL SERVICES, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, BUY NOT LIMITED TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED AND MAKE NO WARRANTY THAT THE SERVICE WILL A) MEET YOUR REQUIREMENTS; B) BE UNINTERRUPTED, TIMELY, CONFIDENTIAL, SECURE, OR ERROR-FREE; OR C) MEET YOUR EXPECTATIONS.

**TERMINATION OF ACCESS:**

You may terminate your access to the Service at any time, with or without cause, and without prior notice.

These Terms shall be interpreted in accordance with the laws of the State of Oregon, but not that state’s conflict of law provisions. You agree to arbitration under the rules of the Arbitration Service of Portland, Inc. Arbitration will be conducted in Portland, Oregon at a mutually convenient location in Multnomah County by a single arbitrator. You may not contest the arbitrability of these Terms. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL.

**PRIVACY AND SECURITY:**

We take your privacy seriously. Please review our [Privacy Policy](#), which is part of these Terms, as the Privacy Policy tells you how we use your data, when we use your data and how you can control that data.

**CONTACT US:**

If you have any questions about these Terms, or feedback, please contact us at: [info@protocallservices.com](mailto:info@protocallservices.com)