



# **Oasis Line**

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# Oasis Line

## Terms of Service

### **Scope; Acceptance of Terms and Conditions**

The goal of this service provided by The Coffee Oasis (the “Service”) is to help youth aged 13-15 in crisis. We are here to help you move from a “hot” moment to a “cool” call and try to equip you with tools to move yourself from “hot” to “cool” if you face crisis in the future.

Before using or accessing the service provided by the Service, 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” are described below. These Terms govern your access and use of the Service. You may contact The Coffee Oasis by phone (360) 377-5560 or email [connect@thecoffeeoasis.com](mailto:connect@thecoffeeoasis.com) about these Terms. If you don’t agree to these Terms, you may not use the Service. If you no longer wish to receive messages, you may opt-out at any time by texting the word STOP.

### **Nature and Use of Information Provided Through the Service**

Please remember that your participation in the Service does not constitute an attorney-client relationship, a doctor-patient relationship, a therapist-client relationship, a therapist-patient relationship or any other sort of confidential relationship. We’re not your doctor, your therapist, your lawyer, your mom, your dad, or even your best 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.

Neither The Coffee Oasis nor any of our Employees, Crisis Responders, Volunteers, Contractors, or agents are responsible for any decisions or results of the decisions you make while, as a result or, after using the Service. This includes whether you choose to seek or not seek professional care or to modify or terminate specific treatment you are currently receiving based on the information provided by this Service. You are the boss of your own happiness. We can ask questions, nudge you in a healthy direction, but only YOU control your own actions, reactions, and words.

## **Survey**

At the end of your conversation, you may receive a link to take a survey. This is to help us learn from you and improve our service! Some policies surrounding the survey:

1. You can skip questions
2. Responses are anonymous
3. If you leave a note for a specific Crisis Responder we'll share it with them! Your note may also be used for marketing and training to show the amazing impact of the Oasis Line. FYI; no names, phone numbers, or personal information will ever be shared! (So, your Crisis Responder, etc. will only see general feels/feedback.)

## **Risks, Use of Service**

You assume all risk for use of the Service. Neither The Coffee Oasis nor any of our employees, Crisis Responders, agents, service providers, volunteers, or any other entities with whom The Coffee Oasis 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. You agree to indemnify the Service and hold the Service 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 Oasis Line or The Coffee Oasis. Without limiting the foregoing, in no event shall The Coffee Oasis and/or the Oasis Line be liable for any special, incidental, consequential, exemplary, or indirect damages.

The Service is provided in an "as is" basis and "as available" basis. The Oasis Line and its service providers expressly disclaim all warranties of any kind, whether expressed or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality or the foregoing, Oasis Line 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 or 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.

## **Prohibited Uses; Right to Terminate Access**

You may use the Service only for lawful purposes and in accordance with the Terms you agree to use the Service only for lawful legitimate purposes.

You agree not to use the Service:

- In any way that violates any applicable federal, provincial, local and international law 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, or otherwise inappropriately abuse The Coffee Oasis, Oasis Line, its employees, partners, agents, subcontractors, Crisis Responders, or others;
- to send, knowingly receive, upload, download, use or re-use content which does not comply with these Terms; or
- to “spam” gather or attempt to gather personal information belonging to users of others for the purposes of spamming, marketing, selling to third-parties, or otherwise abusing Oasis Line or its users; or
- 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 Service, or which, as determined by us may harm the Oasis Line or users of the Service 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.

Oasis Line 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 services beyond those that we can reasonably provide you. The Oasis Line 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 the State of Washington, US. If you are located outside Washington State, please be aware that any information you provide will be collected in or transferred to the State of Washington. 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 State of Washington without giving effect to principles of conflict of law. The Oasis Line and you both consent to the exclusive jurisdiction of the provincial and federal courts located in the State of Washington, US.

## **Sever-ability; 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 Term constitute the entire agreement between you and the Oasis Line, 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, SMS remains an imperfectly secure environment and there are some really persistent hackers out there. We try super hard, but the Oasis Line cannot guarantee protection from intruders, hackers, or interceptors. You agree to use the Service and submit information to the Oasis Line at your own risk, and you agree that the Oasis Line and The Coffee Oasis has no liability regarding anyone's unauthorized access to the Service or the data associated with it.

Additionally, we care about the privacy and safety our our staff, Crisis Responders, and volunteers. In using the Service, you agree to not communicate with our Crisis Responders and volunteers outside of the Service. If you have any questions, comments or feedback for us, please email [connect@thecoffeeoasis.com](mailto:connect@thecoffeeoasis.com). For further information about how we protect your privacy, please review the Privacy Notice below.

## **Privacy Notice**

Welcome to the Oasis Line provided by The Coffee Oasis and powered by ZipWhip. We are committed to the privacy and confidentiality of personal information.

The Privacy Notice below describes how the Oasis Line collects and uses personal information in connection with the texting program, and the circumstances under which we may share this information.

This Privacy Notice applies only to the Oasis Line's texting program. To learn more about The Coffee Oasis's privacy practices or other services, please email [connect@thecoffeeoasis.com](mailto:connect@thecoffeeoasis.com)

## **Collection and Use of Personal Information**

### **Texting Program**

Herein The Coffee Oasis and Oasis Line are used interchangeably with “we” and “our.”

When you text the Oasis Line for support services, we collect your telephone number and any other personal information that you include in your text messages. We use this information to communicate with you via text message and to provide you with support services. We may retain this information to provide support services and enforce our texting terms, including to manage excessive and inappropriate use of the texting services. This information is kept confidential by our support team. If you wish to remove this information from our system please follow the instructions under “Wiping Your Data” below.

We work with volunteers to assist us in delivering support services and responding to text messages. Our volunteers are given access only to the information they need to perform their designated functions and are not authorized to use or disclose personal information for their own purposes.

### **Quality Assurance and Training**

The Oasis Line is committed to providing you with the best possible service at all times. One of the ways we help to ensure this is by creating transcripts of our texts with users. We use these transcripts for training and quality assurance purposes. We may also use texting data for internal analysis purposes in order to better understand usage and improving the texting service.

## Surveys

We may use your telephone number to send you a text message with a link to a survey regarding the texting services (if you click on the link, standard data rates may apply). The survey is optional and you are not required to complete the survey in order to use the texting service. If you choose to complete the survey, we collect your survey responses which may include demographic information about you as well as information about your experience using the texting service. We use survey response for quality assurance and training purposes and to better understand and improve the texting service. If you do not want to receive this survey, you can text STOP at any time, which prevents any and all future messages from being sent.

## Research

We may redact personal information and use this redacted and aggregated data for research purposes, such as understanding the use of the texting services and its impact. We may also share redacted and aggregated data with third parties such as social and health services organizations, universities and academics, our funders and donors, and others who share our desire to address health and social issues, prevent harm and protect youth.

## Duty to Report / Active Rescue

We may be required to disclose your telephone number and other personal information to an external agency, usually a local child welfare agency or, less commonly, the police, 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 that someone is hurting you, has hurt you, or is likely to hurt you in the future; or
2. If you tell us you are planning to hurt yourself or someone else, or if you have committed a crime.



## **Mandatory Reporting**

There are mandatory reporting laws in the State of Washington for any crime committed against anyone under the age of 18. If it is learned that you are under the age of 18 and have been sexually assaulted, or in any other way abused or neglected we are legally obligated to report the incident to the police and Child Protective Services.

## **Legal Definitions**

### **Child, Teenager, Youth, or Adolescent**

... any person under the age of 18

### **Abuse**

...harm or threatened harm to a youth's welfare. Harm or threatened harm to a youth's health or welfare can occur through non accidental physical or mental injury, sexual abuse, or attempted sexual abuse or sexual exploitation or attempted sexual exploitation

### **Sexual Abuse**

...includes the employment, use, persuasion, inducement, enticement, or coercion of any youth to engage in, or having a child assist any other person to engage in any sexually explicit conduct or any simulation of the conduct for the purpose of producing any visual depiction of the conduct; of the rape, molestation, prostitution, or other form of sexual exploitation of youth, or incest with children as those acts are defined by Washington State law or subsequent state law, foreign countries applicable law.

### **Sexual Exploitation**

...including allowing, permitting, or encouraging a youth to engage in prostitution and allowing, permitting, encouraging, or engaging in the obscene or pornographic photographing, filming, or depicting a youth for commercial purposes.

### **Neglect**

... negligent treatment or maltreatment of a youth, including the failure to provide adequate food, medical treatment, supervision, clothing, or shelter.

## **Service Providers**

Your personal information may be transferred (or otherwise made available) to third parties that provide services on our behalf including our licensing partner ZipWhip and subcontracting agency Come Alive Youth Services. We use third parties for certain functions, including to store data, send text messages on our behalf, and provide IT services. Our service providers are given the information they need to perform their designated functions and are not authorized to use or disclose personal information for their own purposes.

Your personal information may be maintained and processed by us, ZipWhip, and other third-party service providers in Washington State, US. In the event that personal information is transferred to another state or foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement, and governmental authorities in accordance with those laws.

## **Legal Compliance**

We and our service providers may be required to provide your personal information in response to a search warrant or other legally valid order, or as otherwise required or permitted by applicable law or legal process.

## **Safeguarding and Retention of Personal Information**

We have implemented reasonable administrative, technical and physical measures in an effort to safeguard the personal information in our custody and control against theft, loss and unauthorized access, use, modification, and disclosure. We restrict access to your personal information on a need-to-know basis to employees or volunteers and authorized service providers who require access to fulfill their job requirements.

We have personal information retention processes designed to retain personal information for no longer than necessary for the purposes stated above or to otherwise meet legal requirements.

## **Access to Personal Information**

You have the right to access, update and correct inaccuracies in your personal information in our custody and control, subject to certain exceptions prescribed by law. You may request access, updating and corrections in the personal information we have in our custody or control by emailing or writing to us at the contact information set out below. We may request certain personal information for the purposes of verifying the identity of the individual seeking access to their personal information records.

## **Wiping Your Data**

If you would like us to remove your personal information (including texting transcripts) from our records, you can text SCRUB at anytime. We will remove your data within 7 days unless a legal obligation to maintain the information prevents us from doing so. If you have any questions regarding whether your data was removed, please contact us as set out below.

Please keep in mind that even if you request us to remove your information from our records, a record of the texting transcript will remain on the phone that you used to communicate with us unless you delete it on the device. In addition, if you text us again, we will retain your personal information in accordance with this Privacy Notice unless you text SCRUB again.

## **Updates to the Privacy Notice**

We may update this Privacy Notice to reflect changes to our privacy practices . We encourage you to periodically review this page for the latest information on our privacy practices.

## **Contact Us**

The Oasis Line welcomes your comments and questions regarding the Privacy Notice and our personal information practices. If you have questions or concerns, please contact us at [connect@thecoffeeoasis.com](mailto:connect@thecoffeeoasis.com).

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