

The following Terms of Service apply to Dutchess County Helpline Texting Service. Our Terms of Service may change. Any changes will become effective immediately. Each time you contact the Dutchess County Helpline Texting Service you will be presented with the current Terms of Service for acceptance. You are required to accept the Terms of Service to use these services.

If you believe you are experiencing a medical emergency, please call 911 immediately.

WHAT IS THE Dutchess County Helpline Texting Service.

When you connect with the Dutchess County Helpline Texting Service the primary purpose of our counselors is to provide emotional support to you. You do not need to have current suicidal thoughts to use the Dutchess County Helpline Texting Service.

You do not have to accept any referrals or resources offered.

- There are some exceptions related to a person's safety. You can read more under our [Privacy Policy](#).
- You can accept or refuse any future support calls or follow-up offered by Dutchess County Helpline Texting Service.

The Dutchess County Helpline Texting Service is not a mental healthcare treatment or provider. Your use of the Dutchess County Helpline Texting Service does not create a legal confidential relationship. Examples of a legal confidential relationship include, but are not limited to, licensed doctor-patient or licensed therapist-patient. The Dutchess County Helpline Texting Service is not a substitute for professional health care.

The Dutchess County Helpline Texting Service provides support on an “as is” and “as available” basis. Dutchess County expressly disclaims all warranties of any kind, whether express or implied. This means we do not make any promises or guarantees about the Dutchess County Helpline Texting Service. services. For example, we do not guarantee that Dutchess County Helpline Texting Service will:

- meet your requirements.
- be timely, uninterrupted, or error-free; or
- meet your expectations.

YOUR RESPONSIBILITIES

You assume all risks for use of this service.

You also agree to:

- Be respectful to the counselor supporting you. We understand that you may be experiencing strong emotions and you are allowed to be angry, sad, and every other feeling. Counselors are here to support you and give you space to have varied emotions. They also deserve and expect to be treated with respect in return.
- Not spam the lines. This means generating multiple texts with the intent to increase wait times or target specific centers.
- Not intentionally harass counselors or anyone else connected to the Dutchess County Helpline.
- Not attempt to make in-real-life connections with counselors or other people connected to them (such as friends or relatives). This means you will not attempt

to find someone's social media accounts, physical address, personal phone numbers, or other similar identifying information.

- Not send sexually explicit content via text.
- Not threaten the counselor, the contact center, Dutchess County Helpline, or anyone else connected to the center. Threats of violence are taken seriously and may result in police being contacted.
- Not engage in "swatting" behavior. Swatting is the intentional sharing of another person's address in an attempt to send police to their location, despite them not being at risk of harm to themselves or others.
- Not share a counselor's personal information on public platforms, such as social media. This includes their face, full name, location, workplace, etc. that might make it easier for others to find them.

Counselors will ask you to stop the above behaviors and they have the right to disconnect from you if the behaviors continue. Some of the above behaviors are crimes depending on your location or the location of the counselor. Dutchess County Helpline takes these offenses seriously. If they continue after you're asked to stop, staff may contact police.

OUR RESPONSIBILITIES

Please see our [\(Privacy Statement and Confidentiality Statement\)](#) for specific information regarding personal information, security, and data.

Dutchess County Helpline is not responsible for decisions you may make while contacting the Dutchess County Helpline. We are also not responsible for any decisions you make after contacting the Dutchess County Helpline such as decisions about

seeking professional care. This also includes decisions to change or stop treatments you are currently receiving.

Dutchess County Helpline is not liable for actions taken (or not taken) by you or a third party. You agree to indemnify us and hold us harmless for damages arising out of your use of the Dutchess County Helpline. Without limiting the above, in no event is Dutchess County Helpline liable for any special, incidental, consequential, or indirect damages. This means Dutchess County Helpline is not responsible for any costs, financial or otherwise, you may incur after contacting the Dutchess County Helpline.

COSTS TO YOU

Dutchess County Helpline does not charge anyone to contact the Dutchess County Helpline Texting Service. You may, however, have some charges:

- **Your phone bill, depending on your phone plan.** It is free to call or text the Dutchess County Helpline, but if you do not have unlimited calls and texts, you may see a charge from your mobile phone service provider.
- **Emergency services.** If a 988 Lifeline contact center contacts emergency services like 911 after your call, you may receive a bill. This could include charges for an ambulance, hospital stay, etc. You can read more about when we may contact emergency services.
- **Outside referrals.** If a counselor connects you to a resource or referral outside the Dutchess County Helpline and you use that service, you may receive a bill from that service. We recommend you ask about fees, insurance coverage options, etc. before using any services outside of the Dutchess County Helpline.

- Counselors must be open and honest with you about any charges they know about when offering referrals. The only exception to this policy is when emergency services are contacted due to imminent safety concerns

LAW ENFORCEMENT AND 911

We reserve the right to disclose personally identifiable information (PII) to authorities (such as 911) at our sole discretion and as required by law. Some examples of when we would disclose PII include, but are not limited to:

- a person's life is at imminent risk of death or serious injury;
- a minor or elder is being abused (according to their state's laws); or
- a threat is made to the Dutchess County Helpline office; or affiliated individual that we believe needs to be investigated.