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THRIVE Lifeline Confidentiality, Privacy Policies, and Terms of Service

At T.H.R.I.V.E. Inc. and THRIVE Lifeline (“THRIVE”, “we” or “us”), our goal is to help people in crisis leave us feeling grounded, safe, and able to breathe. Our goal is to help people in need of identity-based support to know that they are not alone and to leave us feeling empowered. We give people a safe space to communicate about difficult topics with a trained and supervised Crisis Responder who will humanize and validate their identities, backgrounds, and experiences, help them to be grounded, and work together to formulate Safe Plans and coping strategies.

All texters are treated with respect, regardless of age; race; ethnicity; disability status; H.I.V. status; gender identity, gender expression, or sex assigned at birth; body type (including intersex); sexual orientation; educational background; geography; work status; or background. Our Crisis Responders will always support any decisions that you need to make to support your own life and autonomy.

Our Crisis Responders all identify as individuals with marginalized identities, backgrounds, and/or experiences. Our Crisis Responders are in, or adjacent to, the breadth of fields that are represented within STEM -- Science, Technology, Engineering, and Mathematics. We are individuals who have faced particular barriers to entry, have gone through and witnessed our colleagues being pushed out of the careers of their dreams, and watched people we care about struggle with the mental health crisis that STEM currently faces. We are passionate about bridging the gap in mental health support representation and mistreatment of individuals with marginalized identities.

Your privacy and the security of information about you are very important to us. Our privacy and security guidelines apply to all THRIVE Crisis Responders and volunteers, including those who provide technical support. We take these privacy safeguards very seriously.

When you send an initial message to THRIVE to initiate a text message conversation, you receive some automated reply messages with a link to our Terms of Service and this Privacy Policy.

YOUR USE OF THRIVE SERVICES (INDIVIDUALLY AND COLLECTIVELY, THE “SERVICE”) IS BOUND BY THE FOLLOWING TERMS AND CONDITIONS. Please read this text before using the Service. By using the Service, you agree to the terms and conditions (“Terms”) below. If you do not agree to the Terms, you may not use the Service.

These Terms govern your access and use of the Service, describe what information we collect through the Service, and explain how we use, transfer, and store your information after we collect it. These terms will inform you if and to whom we disclose any of that information, and what choices you have in how we use that information. We hope that knowing how and why we use data will help you make an informed choice about using the Service. If you don't agree to these Terms, you may not use the Service.

You may contact THRIVE by email at info@thrivelifeline.org with questions about these Terms. (Emails will be addressed by our customer service team. If you are in crisis and want help from one of our trained Crisis Responders, please text us — we do not provide crisis response support via email.) To protect the privacy and safety of our staff and Crisis Responders, you agree to not communicate with our Crisis Responders outside of the Service. You can find a list of other hotlines and other support resources at <https://thrivelifeline.org/resources.html>. If you no longer wish to receive messages from THRIVE, you may opt out at any time by texting the word STOP. You may opt back in by texting the Service again.

Nature of the Service

Our Service exists to give you the crucial support that you need at this juncture and to hold space for you as you face times of crisis or isolation due to your identity. Please remember that your use of the Service does not constitute mental health care or treatment and does not constitute a doctor-patient relationship, a therapist-client relationship, a therapist-patient relationship or any other sort of professional or personal 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.

This Service is not intended for anyone in need of immediate medical services or in the case of a life-threatening emergency. For immediate medical services or if you have a life-threatening emergency, please call 911, or visit the nearest hospital emergency room.

We have a 'duty of confidence' to you. Our volunteers will only use and disclose information provided to them within the rules set by THRIVE. You can read more about how we apply this duty in the Privacy Policy.

Neither THRIVE nor any of our employees, volunteer Crisis Responders, or agents 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. You acknowledge sole responsibility for and assume all risk arising from your use of the Service.

Risks, Use of Service

You assume all risk for use of the Service. Neither THRIVE nor any of our Crisis Responders, volunteers, service providers, or any other entities with whom THRIVE has contracted shall have any liability for or in connection with (1) actions taken or not taken by you or a third party, during, after, or as a result of your use of the Service, or (2) the unavailability of the Service. 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 to THRIVE. Additionally, in no event shall THRIVE be liable for any special, incidental, consequential, exemplary, or indirect damages.

The Service is provided on an "as is" basis and "as available" basis. We do the best we can and are constantly improving, but cannot make any guarantees. THRIVE and its service providers expressly disclaim all warranties of any kind, whether express or implied, as to the operation of the Service or our Sites or the information included on our Sites including, without limitation, the implied warranties of

merchantability, fitness for a particular purpose, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing or speed of delivery. Without limiting the above, THRIVE and its service providers make no warranty that THRIVE 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.

Rules of Use

Service is only available and limited to individuals age 18 and older. 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:

- If you are in need of immediate medical services.
- In any way that violates any applicable law or regulation;
- To prank chat or call us. This Service is available to people who might be in crisis, and pranks take time away from your peers who need help.
- To embed material in chat or text messages using HTML, whether images, sound or video.
- To send, knowingly receive, upload, download, use or re-use any content which does not comply with these Terms;
- For the purpose of exploiting, harming or attempting to exploit or harm children or young people in any way by exposing them to inappropriate content, asking for personal information or otherwise;

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

THRIVE further reserves the right to terminate the Service or your access to it, for any other reason, at our sole discretion.

Privacy and Security

Texts to THRIVE's crisis services may be monitored for training and quality assurance purposes. We take your privacy and security very seriously. We will not share or disclose your personally identifiable information (minimally, name, phone number, street address).

THRIVE has a strict policy against non-consensual active rescue. If you are in crisis, we will not call police or emergency services on you unless you ask us to or consent when we offer to. For more information on why we have chosen this approach, email info@thrivelifeline.org.

While we do not engage in non-consensual active rescue, the Service reserves the right to report any interaction containing credible threats of violence to others and to comply with laws regarding suspected child or vulnerable adult abuse and neglect. See a description of state laws [here](#).

Purposes for Processing Data

In addition, we collect and store information, including the content of conversations occurring on the Service. We will never share your personally identifiable information with any third parties except as noted in this Privacy Policy. We use the information that we collect about you for the purpose of promoting suicide prevention research and the advancement of crisis intervention. 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 this purpose. Individual users will not be traceable or identified by sharing this aggregate information.

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

Our lawful purposes for processing your data include consent (where you have given consent), contract (where processing is necessary to deliver the Service as you requested by texting us), protecting your vital interests, performing tasks carried out in the public interest, and the legitimate interests of THRIVE (namely, to help texters like you stay safe and healthy in a crisis). In short, we collect information so

we can provide you and others like you with better Service, helping to humanize and regroup more people in crisis and aiding in the advocacy of improved mental health support for marginalized individuals.

Where we rely on your consent to process personal data, you have the right to withdraw or decline your consent at any time by texting SCRUB, as described below. Where we rely on legitimate interests, you have the right to object. Please contact info@thrivelifeline.org to reach our customer support team. [Note: We do not provide crisis response services via email. If you are in crisis and looking for help from one of our trained Crisis Responders, please text us at +1(313)662-8209.]

WHAT PERSONALLY IDENTIFIABLE INFORMATION WE COLLECT

When you choose to message us to use our Service, we may automatically receive and collect (i) the phone number you text us from and (ii) your mobile service provider.

Other than that, the only Personally Identifiable Information that we collect from you through the Service is what you voluntarily provide to us. Some of the types of Personally Identifiable Information that we may request that you disclose to us may include your name, age, address, and zip code, particularly if necessary to help a person at imminent risk of death or serious bodily harm, or to make a mandatory report concerning suspected child or vulnerable adult abuse or neglect. Although we may request information, you are not required to provide that information to us.

How We Use Your Personally Identifiable Information

We operate the Service in conjunction with volunteer Crisis Responders. Any information, including Personally Identifiable Information, that you share with the Services may be viewed by Crisis Responders for quality control, to contact local authorities, or to better assist you with your crisis. We may use and share the Personally Identifiable Information that we collect via the Service amongst our employees, Crisis Responders, agents, and service providers in order to help us

operate, analyze, research, develop, deliver, audit, maintain, and improve our products, content, advertising, communications, and the Service.

Disclosures to Third Parties

We care about your safety. It is our goal to support you in staying safe and healthy and to do so in the least invasive way possible. In rare cases, if we reasonably believe that disclosure is necessary to prevent another person's death or serious injury, or in cases of child or vulnerable adult abuse, as per state laws, we will make appropriate disclosure. At that point, we might ask you for some personally identifiable information (such as where you are or what your name is). We understand that this can be disruptive, and it won't happen unless we think it is necessary. We will always prioritize working with you to come up with a safety plan before calling emergency services, if doing so would not increase the imminent risk. We are not here to tell on you — we are here to do our best to support you and others in staying healthy and safe.

Additionally, we may disclose Personally Identifiable Information we collect from you to third parties if we believe such disclosure is necessary: (A) to comply with the law or in response to a subpoena, court order, government request, or other legal process; (B) to protect the interests, rights, safety, or property of THRIVE Lifeline, its affiliates, employees, agents, or volunteers, including but not limited to Crisis Responders and staff; (C) to enforce our Terms; or (D) to address fraud, security, technical issues, or to operate the Service or its infrastructure systems properly.

Note that THRIVE's Crisis Responders may not be trained in your area's laws or licensed to perform law or provide counseling in your location. If you feel that your jurisdiction requires anything that is not in alignment with our services, please contact your legal counsel.

Non-Personally Identifiable Information

We also collect, use, and share non-Personally Identifiable Information, which is data that cannot be directly used to identify or contact you, such as conversation volume, length of conversation, and other related data.

Additionally, after scrubbing and anonymizing data containing your Personally Identifiable Information such that it can no longer be used to personally identify you (rendering it non-Personally Identifiable Information) we also may use and share such anonymized data with third parties.

We may collect, use, transfer, and disclose anonymized non-Personally Identifiable Information to third parties for any purpose, including but not limited to improving our Service, generating support for THRIVE, or as required by law.

Outside Referrals

Sometimes, we may refer you to another hotline or program. We will give you their contact information, but we will not give them your contact information. You may decide if you want to use the referral. If you would like to receive support from other services, please note that different rules may apply to their use or disclosure of Personally Identifiable Information. We do not control the privacy policies of others. We encourage you to ask questions before you disclose your Personally Identifiable Information to others.

Retention of Information

THRIVE retains data for the purposes described above. We retain Personally Identifiable Information for seven years, and then scrub it to render it anonymous, so it can no longer be used to identify you personally. We retain non personally identifiable data — including the data we scrub — indefinitely, so that we may continue to use it to improve our Service.

How We Protect Your Personally Identifiable Information

We care about you and the security of your Personally Identifiable Information. We take reasonable security precautions, including encryption, administrative, technical, and physical measures, to protect your Personally Identifiable Information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. However, perfect security does not exist anywhere, including for text messaging/SMS data. Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot ensure that you that

your Personally Identifiable Information or communications with THRIVE Lifeline will never be disclosed in a manner inconsistent with this policy, and make no representations or warranties regarding the sufficiency of our security measures to prevent unauthorized access or interception by third parties.

You Should Also Protect Yourself

Always be careful and responsible regarding your Personally Identifiable Information. We are not responsible for, and cannot control, what others not affiliated with THRIVE do with information you provide to them. You may also choose to delete THRIVE Lifeline conversations from your phone, clear us from your browser history, and not save our number in your contact list to help further protect the confidentiality of your communications with us.

Access/Changes To Personally Identifiable Information

You may request access to or changes to Personally Identifiable Information of yours that we have stored by emailing info@thrivelifeline.org. You will be asked to verify your identity in order for us to grant you access to or process changes to your Personally Identifiable Information.

You may request that we delete your Personally Identifiable Information, such as last name, physical address, zip code, and phone number, by texting the word SCRUB to +1(313)662-8209, after which we will confirm that your request has been received. We will make reasonable efforts to process requests promptly, but may decline to process requests that are unreasonably repetitive, require unreasonable technical effort, jeopardize the privacy of you or others, are otherwise impractical, or which would conflict with a law enforcement matter. Additionally, we will decline to process requests if we believe preservation of your Personally Identifiable Information is necessary: (A) to comply with the law or in response to a subpoena, court order, government request, or other legal obligations; (B) to protect the interests, rights, safety, or property of THRIVE, its employees, agents, or volunteers, including but not limited to Crisis Responders; (C) to enforce our Terms; or (D) to address fraud, security, technical issues, or to operate the Service or their infrastructure systems properly.

Severability; Entire Agreement

If a court finds any provision of these Terms 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 THRIVE, superseding any other written or oral agreements or understandings.

Contact Us

If you are in crisis and want to reach one of our trained Crisis Responders, please text us at +1(313)662-8209. For more information or to ask questions about our policies, please email info@thrivelifeline.org.