Texting terms of service and privacy notice

IF YOU ARE IN DANGER OR NEED EMERGENCY HELP, CALL 911 OR YOUR LOCAL AUTHORITIES.

Terms of Service

Scope; Acceptance of Terms and Conditions

The goal of this service provided by KIP Canada (the “Service”) is to help children and youth affected by parental incarceration. We are here to support you and provide you with healthy coping strategies.

Before using or accessing the services 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”) described below. These Terms govern your access and use of the Service. You may contact KIP Canada by e-mail at support.kipcanada@gmail.com with questions 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 are not your doctor, your therapist, your lawyer, your mom, 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 KIP Canada nor any of our employees, or support workers 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 based on the information provided by this service. You are the boss of your own happiness. We can ask questions and nudge you in a healthy direction, but only YOU control your own actions, reactions, and words.

Responses are anonymous.

If you leave a note for your one of our support workers, we’ll share it with them! Your note might also be used for marketing and training to show the amazing impact of KIP Canada texting line. FYI: no names, phone number, or personal information will ever be shared!

Risks, Use of Service

You assume all risk for use of the service. Neither KIP Canada nor any of our employees, support workers, service providers, or any other entities with whom KIP Canada 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 KIP Canada. Without limiting the foregoing, in no event shall KIP Canada be liable for any special, incidental, consequential, exemplary or indirect damages.

The service is provided on an “as is” basis and “as available” basis. KIP Canada 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, KIP Canada 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, 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 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, or otherwise inappropriately abuse KIP Canada texting line, its employees, support workers, partners, agents, 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 or others for the purposes of spamming, marketing, selling to third parties, or otherwise abusing KIP Canada texting line 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 KIP Canada 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.

KIP Canada reserves the right to terminate your access to the Service if you violate these Terms, including by engaging in the prohibited uses described above. (Simply put, please don’t be a jerk. We are doing our very best to help users move from hot to cool. If you are mean to our people or you abuse our service, we are going to stop you from using it.)

KIP Canada 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. KIP Canada further reserves the right to terminate the Service or your access to it, for any other reason, at our sole discretion. (But we’ll try to be cool about it.)

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. KIP Canada 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 KIP Canada , 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 are trying super hard, but KIP Canada cannot guarantee protection from intruders, hackers or interceptors. You agree to use the Service and submit information to KIP Canada at your own risk, and you agree that KIP Canada 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 of our staff and Support Workers. In using the Service, you agree to not communicate with our Support Workers outside of the Service. If you have questions, comments or feedback for us, please email info.kipcanada@gmail.com. For further information about how we protect your privacy, please review the Privacy Notice below.

Privacy Notice

Welcome to KIP connect offered by KIP Canada. We are committed to the privacy and confidentiality of personal information.

The Privacy Notice below describes how KIP Canada collects and uses personal information in connection with the texting program, and the circumstances under which we may share this information. If you have any questions at any time, contact us at info.kipcanada@gmail.com

This Privacy Notice applies only to the KIP Canada’s texting program. To learn more about KIP Canada’s privacy practices for other services, please visit the privacy policy on our website located at https://featforchildren.org/kip-connect-terms.

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Collection and Use of Personal Information

Texting Program:

When you text us 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:

KIP Canada is committed to providing you with the best possible service at all times. One of the ways that 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 improve 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 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 yourself as well information about your experience using the texting service. We use survey responses 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 de-identify personal information and use this de-identified and aggregated data for research purposes, such as understanding use of the texting service and its impact. We may also share de-identified and aggregated data with third parties such as social and health service 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.

Sharing of Personal Information

We do not share your personal information with third parties, except in limited circumstances as described below.

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:

If you tell us that someone is hurting you, has hurt you, or is likely to hurt you in the future; or

If you tell us you are planning to hurt yourself or someone else, or if you have committed a crime.

Service Providers

Your personal information may be transferred (or otherwise made available) to third parties that provide services on our behalf. 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 and another third party service providers in Canada, the U.S. or other jurisdictions. In the event that personal information is transferred to the U.S. or other 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 and Compliance

We and our service providers may be required to provide your personal information in response to a search warrant or other legally valid inquiry or 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 of inaccuracies 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 REMOVDAT to 416 505 5333 at any time. 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 REMOVDAT 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

FEAT for Children

432 Horner Avenue

Toronto, Ontario

M8W 2B2