

Terms of Service & Privacy Policy

Before using or accessing our form for crisis support services operated by MANI (the "Services"), please read the following. By accessing or using the Services you agree to these Terms of Service ("Terms of Service") and our privacy policy ("Privacy Policy"; and together with the Terms of Service, "Terms") described below.

These Terms govern your access and use of the Services, describe what information we collect through the Services, 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 Services. If you don't agree to these Terms, you may not use the Services.

You may also contact us by email at crisis@mentallyaware.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 volunteer crisis counsellors ("Crisis Counsellors"), please request one in your email to us — we however, do not provide crisis counselling support via email

CONSENT; CHANGES TO TERMS

We care about you and we want to be thoughtful about the Terms and how MANI works. So, these terms may be changed from time to time. Any changes will be effective immediately upon our posting them to our website at project-covid.ng. (So the version you're reading right now is the version in effect). Continuing to use the Services after we've changed the Terms will mean that you accept the revised Terms.

NATURE OF THE SERVICES

Our services in the crisis support centre are mental health counselling sessions delivered over WhatsApp Texts by volunteer counsellors. MANI's counsellors do not offer to or assess your mental health for a diagnosis or prescribe medication(s). We

also do not offer any physical sessions as all our mental health counselling sessions are offered virtually.

You should consult a mental health professional or visit a mental health facility if you are experiencing a clinical or long-term issue. You are in charge of you — we can ask questions and nudge you in a healthy direction, but only you control your own actions, reactions, and words. Additionally, to protect the privacy and safety of everyone, you agreed to not communicate with others within the group or share their contacts with anyone. If you have questions, comments or feedback for us, please email us on contact@mentallyawareng.org or send us a direct message @mentallyawareng on Facebook, Instagram or Twitter.

RISKS, USE OF SERVICES

You assume all risk for use of the Services. Neither MANI nor any of our employees, Counsellors, agents, service providers, or any other entities with whom MANI 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 Services, or (2) the unavailability of the Services. You agree to indemnify us and hold us harmless for damages arising out of (A) your use of the Services, (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 MANI. Additionally, in no event will MANI be liable for any special, incidental, consequential, exemplary, or indirect damages.

The Services are provided on an “as is” basis and “as available” basis. We do the best we can and are constantly improving, but can’t make any guarantees. MANI 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 above, MANI and its service providers make no warranty that MANI 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 agree to use our Services only for lawful and legitimate purposes and in accordance with these Terms. You agree not to use the Services:

- in any way that violates any applicable federal, state, local, or international law or regulation;
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way;
- to threaten, harass, or otherwise inappropriately abuse MANI, its employees, partners, agents, contractors, volunteers, or 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 MANI, our Services, or our users;
- to impersonate or attempt to impersonate another person or entity;
- 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 MANI or users of the Services, or expose them to liability;
- to copy, adapt, decompile, reverse engineer, attempt to discover the source code of or make derivative works of the Services or any portion of the Services; or
- to otherwise attempt to interfere with the proper working of MANI or the Services.

MANI reserves the right to terminate your access to the Services if you violate these Terms, including doing anything on the list above.

MANI may unilaterally terminate your access to the Services. We also may adjust your access if we determine that you’d be better served by a different kind of support.

MANI further reserves the right to terminate the Services or your access to them for any other reason, at our sole discretion.

THIRD PARTY SERVICES

We will treat all information and contact details you will/have shared with us as highly confidential and will not share with third-party platforms, websites or services.

However, this does not extend to the content of your messages with our volunteer counsellors via third-party platforms such as Whatsapp Messenger. We advise that you check through the platform's "Terms Of Service" and "Privacy Policy" to ensure that your data is well protected.

In case of an emergency, we may have to relay some of your information such as your location, next of kin details, phone number etc to a local law enforcement agency, an emergency service or medical facility in a bid to ensure your safety and wellbeing.

Kindly note that we are not responsible for any of the policies or practices of any Third Party Service.

COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION

"Personally Identifiable Information" is data that can be used to uniquely identify you, like your full name or home address. During your use of MANI you may be asked (but never required) to voluntarily provide Personally Identifiable Information, including but not limited to your name, age range, physical address, next of kin details among others. Kindly note that filling in these information correctly will help us ensure that we can initiate contact with you in the event of you needing an emergency.

While we may collect Personally Identifiable Information, we will not share it with any third parties except as noted in this Privacy Policy. However, you can withdraw or

decline your consent at any time by sending an email to crisis@mentallyaware.org stating that you will like us to permanently erase your personal details.

MANI uses the information it collects about you to, among other things, operate and improve the Services, contact and respond to you, fulfill your requests (including but not limited to referrals to other services) and as detailed more fully below. We may also use automated processes to help us determine how best to prioritize and/or address your crisis. (We use technology to help those in most immediate need first).

HOW WE USE YOUR PERSONALLY IDENTIFIABLE INFORMATION

We operate the Services in conjunction with our Counsellors. Any information, including Personally Identifiable Information, that you share with the Services may be viewed by MANI staff or Counsellors for quality control, to contact emergency services, or to better assist you. We may use and share the Personally Identifiable Information that we collect via the Services amongst our employees, Counsellors, agents, contractors, and service providers in order to help us operate, analyze, research, develop, deliver, audit, maintain, and improve our products, content, advertising, communications, and the Services. If you provide feedback (such as through an anonymous survey or audio recording), that feedback may also be shared with MANI staff and Counsellors. We may also ask for your consent to share your feedback — named or anonymous! — with the public (for example, to potential Counsellors), because your message may give counsellors the energy to keep supporting people in crisis and inspire others to join or support MANI. We want to provide awesome Services, so we are hungry to learn from your feedback!

OUTSIDE REFERRALS

Sometimes, we may refer you to another hotline or program. There are some really great programs out there! We will give you their contact info, but we will not give them your contact info. So, it's up to you 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 don't control the privacy policies of others. We encourage you to ask questions before you disclose your Personally Identifiable Information to others.

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 MANI do with information you provide to them. You may also choose to delete MANI 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.

INTERNATIONAL USERS

The Services are primarily operated in Nigeria. If you are located outside of Nigeria, please be aware that any information you provide will be collected in or transferred to Nigeria. By using the Services and/or providing us with your information, you consent to the collection and transfer of your information in or out of Nigeria as described in this policy.

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 MANI, superseding any other written or oral agreements or understandings. (Basically, the stuff you're reading now is what you and MANI agree to, and even if we later fight about some words, the rest of the words still stick around).

DISCLAIMER

MANI seeks to support people in crisis and those looking for someone to listen to them, and is not a substitute for professional health care, mental health treatment, psychiatric care, or therapy of any kind. All information presented in this post is for informational purposes only and is not intended as professional medical advice, diagnosis, or treatment. MANI disclaims all warranties of any kind, whether express or implied.

For more information, view our frequently asked questions [here](#)