



THE SUNSHINE SERIES MIND-WELLNESS LIMITED

MIND WELLNEST MOBILE APPLICATION TERMS OF USE AND PRIVACY POLICY

Effective Date: February 17, 2026

Last Updated: June 19, 2026

Owner and Operator: The Sunshine Series Mind-Wellness Limited

Application Name: Mind Wellnest

Address: Swift Plaza, Wuye, Abuja, Nigeria

Privacy Contact Email: privacy@mindwellnest.com

TERMS OF USE

Terms of Use

1.1 These Terms of Use (“Terms”) govern your use of the **Mind Wellnest App**. These Terms and our Privacy Policy set forth the terms and conditions governing your use of the **Mind Wellnest teletherapy service** (“the Service”).

1.2 The Terms and Privacy Policy together form a legal contract between you and **The Sunshine Series Mind-Wellness Limited** (hereinafter referred to as "TSS," "we," "us," or “our”), the owner and operator of **Mind Wellnest**, governing your access to and use of the Service. Please read the Terms and Privacy Policy carefully before using the Service.

1.3 By clicking "I accept," you acknowledge and agree that you are entering into a legally binding agreement to these terms of use and the privacy policy just as you would by signing a paper contract. If you do not agree with and accept these Terms of Use and the Privacy Policy, do not use the Service.

Definitions

“Parties” means the patient, therapist(s), and TSS.

“Third party” means other users of the App other than Patients and therapists.

“Content” means any content, writing, images, audiovisual content, or other information published on this App.

“Materials” means any materials, information, or documentation that we may provide to you in connection with your use of the services, including documentation, data, information developed, and other materials that may assist in your use of the App.

“Terms” means these terms and conditions of this agreement.

“Service” means teletherapy services provided to Patients on the app.

“Force Majeure” means any event or circumstance that prevents a Party from carrying out all or any of its obligations in terms of this Terms of Use as a result of any cause beyond that Party’s control, including strike, lockout, fire, explosion, riot, war, accident, pandemic, act of God, embargo, legislation, civil commotion, unrest, or disturbances.

Use of the App

3.1 TSS operates the **Mind Wellnest App** (“the App”). We offer teletherapy and mental wellness support services by linking users with qualified therapists and mental health professionals through the App.

3.2 By accessing and using the App, you agree that you have read and understood these Terms of Use and have agreed to be bound by these Terms and other policies that appear on the App. Kindly note that where you do not agree with any of these terms or policies, you are expressly prohibited from accessing and using the App and must discontinue use.

3.3 The responsibility of staying informed of periodical reviews and updates of these Terms and policies lies with you, the user. You will be deemed to have been made aware of such updates and reviews and will be subject to the changes in any revised term(s) by your continued use of the App after the date of the review has been posted.

3.4 Any information provided on the App is not intended for use by any person or entity in any jurisdiction where the use or distribution of such information would be contrary to laws and/or regulations of such jurisdiction. Persons or entities who choose to access the App from other locations do so on their own initiative and are solely liable for any compliance with the local laws, if local laws are applicable.

App Content

4.1 Content posted or published on the app should not be considered medical advice or an endorsement, representation, or warranty that any particular medication or treatment is safe, appropriate, or effective for you.

4.2 Other than information received directly by you from therapists in the context and provision of the service, you must ensure that you speak with an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you.

Emergency and Crisis Situations

Mind Wellnest is not an emergency service and should not be used for urgent medical, psychiatric, or crisis situations. If you are in immediate danger, experiencing a medical or mental health emergency, or believe that you or another person may be at risk of serious harm, please contact local emergency services, go to the nearest hospital, or seek immediate professional help.

Services

5.1 The therapists and mental health professionals who deliver services through the App are independent professionals or contractors. TSS takes reasonable steps to review their qualifications, credentials, or relevant professional background before onboarding them to the App. TSS does not interfere with the practice of medicine or any other licensed profession by the healthcare professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license.

5.2 While TSS aims to support quality service delivery through its onboarding, platform standards, and internal review processes from therapists, neither TSS nor any third parties who promote the services or provide you with a link to the services shall be liable for any professional advice you obtain from a licensed therapist while using the **Mind Wellnest App**.

User Accounts

6.1 When you register on the App, you are required to create an individual user account (“Account”) by entering your name, email address, and password and providing certain information collected by TSS (collectively “Account Information”).

6.2 To create an Account, you must be of legal age (not below the age of 18 years) to form a binding contract. If you are not of legal age to form a binding contract, you are not permitted to register to use our services.

6.3 You agree that the account information provided to us at all times, including during registration and in any information you upload to the App, is true, accurate, current, and complete.

6.4 You are not permitted to transfer or share your account password with anyone or create more than one Account, with the exception of sub-accounts established for children of whom you are the parent or legal guardian.

6.5 You are responsible for maintaining the confidentiality of your account password and for all activities that occur under your account. TSS reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the App and your account information.

6.6 By accessing and using the App, you agree that under no circumstances shall TSS be held liable to you for any liabilities or damages resulting from or arising out of your use of the App, your use of the account information, or your release of the account information to a third party. Furthermore, you are not permitted to use another person’s account at any time.

6.7 In exchange for your use of the Service and, if applicable, in order to send any notices to you, you agree to: (i) provide true, accurate, current, and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on to the App, maintain and promptly update such Account information to keep it true, accurate, current, and complete.

Use of the Services by Children

7.1 The services may be provided to minors only with the consent and supervision of a parent or legal guardian. Minors are not authorized to become independent Account holders on the App. Where you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use.

Access Rights

8.1 By accessing and using the App, TSS hereby grants to you a limited, non-exclusive, nontransferable right to access the app and use the services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us (“Access Rights”).

8.2 We reserve the right, in our sole discretion, to deny or suspend use of the App or services to anyone or any user for any reason. You agree that you will not, and will not attempt to,

impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity.

use the App or services to violate any local, state, national or international law;

Reverse engineer, disassemble, decompile, or translate any software or other components of the App or services.

distribute viruses or other harmful computer code through the App; or

Otherwise, use the services or App in any manner that exceeds the scope of use granted above.

8.3 In addition, in accessing and using the App, you agree to refrain from abusive language and behavior that could be regarded as inappropriate or conduct that is unlawful or illegal when communicating with the therapists through the App and to refrain from contacting licensed therapists for teletherapy services outside of the App.

8.4 TSS is not responsible for any interactions with therapists that are not conducted through the App. We strongly recommend that you do not use the services on public computers. We also

recommend that you do not store your account password through your web browser or other software.

Fees and Purchase Terms

9.1 You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

9.2 By providing TSS with your payment information, you agree that TSS is authorised to immediately invoice your account for all fees and charges due and payable to TSS hereunder and that no additional notice or consent is required.

9.3 If your health plan, employer, or agency has arranged with TSS to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with TSS, that fee adjustment will be reflected in the fee that you are ultimately charged.

9.4 Please check with your employer, health plan, or agency to determine if any payment for services will be reimbursed.

9.5 You understand and agree that for services provided on an appointment basis, you will be responsible for a missed appointment fee, equal to all or a portion of the fees you would have paid for the scheduled services, if you do not cancel a scheduled appointment at least 24 hours in advance, unless we notify you in writing that a shorter cancellation window applies.

Termination and Account Deletion

10.1 You may delete your Account on the App and end your registration at any time, for any reason, by selecting **Delete Account** on the App, confirming your country code, and entering the phone number linked to your Account. Once confirmed, your account will be deleted from all your devices, your message history will be erased, and all active appointments will be cancelled.

10.2 Where you cannot access the App, you may also request account deletion by submitting the **Mind Wellnest Account Deletion Request Form** at <https://forms.gle/CiRfqpvfEy5CN5ku6> or by sending an email to us at privacy@mindwellnest.com.

10.3 TSS may retain certain information where required for legal, regulatory, clinical, accounting, security, dispute resolution, fraud prevention, or legitimate operational reasons.

10.4 TSS may suspend or terminate your use of the App, your account, and/or registration for any reason at any time. Subject to applicable law, TSS reserves the right to maintain, delete, or destroy all communications and materials posted or uploaded to the App pursuant to its internal record retention and/or content destruction policies. After such termination, TSS will have no

further obligation to provide the services, except to the extent we are obligated to provide you access to your health records or therapists are required to provide you with continuing care under their applicable legal, ethical, and professional obligations to you.

Right to Modify

11.1 We may at our sole discretion review, revise, change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of the App or our services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes.

Disclaimer of Warranties

12.1 You expressly agree that use of the app is at your sole risk. The services are provided on an "as is" and "as available" basis. TSS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, quiet enjoyment, value, accuracy of data, and system integration.

Limitation of Liability

13.1 You understand that to the extent permitted under applicable law, in no event will TSS or their officers, employees, directors, parents, subsidiaries, affiliates, agents, or licensors be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of revenues, profits, goodwill, use, data, or other intangible losses arising out of or related to your use of the App, devices, or the services, regardless of whether such damages are based on contract; tort, including negligence and strict liability; warranty; statute; or otherwise.

13.2 To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Indemnification

14.1 You hereby agree to indemnify, defend, and hold harmless TSS, their officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities, and settlements, including without limitation reasonable legal and accounting fees ("Claims"), resulting from, or alleged to result from, your violation of these Terms of Use.

Geographical Restrictions

15.1 TSS makes no representation that all products, services, or materials described on the App are appropriate or available for use in every jurisdiction. Users who access the App from outside Nigeria or from any location where our services are not officially available do so on their own initiative and are responsible for compliance with applicable local laws.

Disclosure

16.1 TSS takes reasonable steps to request and review the professional qualifications, credentials, or relevant background of health professionals onboarded to the App, where applicable.

16.2 All physicians, psychologists, and therapists on the App may have different professional qualifications, certifications, or training backgrounds relevant to the services they provide. Each professional is responsible for complying with the legal, ethical, and professional requirements applicable to their practice.

16.3 In a professional relationship, sexual intimacy is never appropriate and should be reported to the board or agency that licenses, registers, or certifies the licensee. Any clinical records created as a result of your use of the Services will be securely maintained by TSS on behalf of health professionals for a period that is no less than the minimum number of years such records are required to be maintained under relevant laws and regulations.

Web Links

17.1 TSS will not be liable for any information, software, or links found at any other app, internet location, or source of information nor for your use of such information, software, or links, nor for the acts or omissions of any such platforms or their respective operators.

Ownership

18.1 The App and its entire contents, features, and functionality, including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof, are owned by TSS, its licensors, or other providers of such material.

18.2 These Terms of Use permit you to use the App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App except as generally and ordinarily permitted through the App according to these Terms of Use. You must

not access or use the App for any commercial purposes, any part of the App or any services or materials available through the app.

Trademarks

19.1 Certain use of the names, logos, and other materials displayed on the app may constitute trademarks, trade names, service marks, or logos ("Marks") of TSS or other entities. You are not authorised to use any such marks without the express written permission of TSS. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

Privacy and Communications

20.1 TSS is required to comply with relevant healthcare privacy and security laws and maintain safeguards to protect the security of your health information. Additionally, the information you provide to your therapist during a medical consultation or therapy session is legally confidential, except for certain legal exceptions as more fully described in our Privacy Policy.

20.2 We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Privacy Policy.

20.3 As part of providing you with the Services, we may need to provide you with certain communications such as appointment reminders, service announcements, privacy notices, administrative messages, and other communications about the Services ("Communications"). These communications are considered part of the services and your account. You understand that by checking the "I agree" box for these Terms of Use and/or any other forms presented to you on the app, you are agreeing to these Terms of Use and that such action constitutes a legal signature.

20.4 You agree that we may send to you communications through electronic means, including but not limited to:

by email, using the address that you provided to us during registration;

short messaging service ("SMS") text message to the mobile number you provided us during registration ("SMS Messages");

push notifications on your tablet or mobile device;

by posting communications on the app.

20.5 The delivery of any communications from us is effective when sent by us, regardless of whether you read the communication. You may opt out of nonessential marketing or promotional

communications by using the available unsubscribe option, adjusting your App settings where available, or contacting us at privacy@mindwellnest.com. However, we may still send important service, safety, legal, account, appointment, billing, or administrative communications. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and TSS. TSS cannot ensure the security or confidentiality of messages sent by email. Information relating to your care, including clinical notes and medical records where applicable, may be stored on secure systems maintained by or on behalf of TSS, subject to applicable legal, clinical, and professional requirements. The number of SMS messages we send as part of our communications will depend on the frequency of your use of the services. You can stop receiving non-essential SMS messages at any time by unsubscribing in the App where available.

Miscellaneous

21.1 These terms of use and your use of the App shall be governed by the laws of the Federal Republic of Nigeria.

Dispute Resolution

22.1 The Parties hereby undertake to use their reasonable endeavors to amicably resolve any dispute, controversy, or claim arising from or connected with these Terms of Use, including one regarding the existence, validity, or termination of these Terms or the consequences of their nullity or relating to any non-contractual or other dispute arising from or connected with these Terms (“Dispute”) that may arise between them, in relation to the terms of these Terms of Use, including any question regarding their existence, validity, or termination.

22.2 If Parties are unable to resolve the dispute by amicable settlement within two (2) weeks, the dispute shall be submitted to arbitration by either party. The arbitration proceedings shall be conducted in accordance with the Arbitration and Mediation Act of 2023. There shall be an arbitrator jointly appointed by both parties. If both parties fail to agree upon the appointment of the sole arbitrator within fourteen (14) days of submitting the dispute to arbitration, either party shall apply to the Chairman of the Chartered Institute of Arbitrators, Nigerian Chapter, to appoint an arbitrator.

22.3 The seat of arbitration shall be Abuja, Nigeria. The arbitration proceedings and awards shall be in English. The decision of the arbitrator shall be final and binding on the Parties. Costs incidental to any such arbitration proceedings shall be at the discretion of the arbitrator. Any costs, fees, or taxes incidental to enforcing any award shall, to such extent as is permitted by law, be charged against the party resisting such enforcement.

Waiver

23.1 No waiver by TSS of any term or condition set forth in these terms of use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TSS to assert a right or provision under these terms of use shall not constitute a waiver of such right or provision.

23.2 If any provision of these terms of use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the terms of use will continue in full force and effect.

Changes to these Terms of Use

24.1 TSS may modify this Terms of Use from time to time on an ad hoc basis to reflect our current privacy practices as well as the legal, regulatory, and operating environment, and such revised versions will automatically become applicable to you. When we make changes to this statement, we will revise the “**Last Updated**” date at the top of this page, and such revised terms become effective as of the time they are posted. We encourage you to periodically review these Terms of Use.

PRIVACY POLICY

Effective Date: February 17, 2026

Last Updated: June 19, 2026

Application Name: Mind Wellnest

Owner and Operator: The Sunshine Series Mind-Wellness Limited

Address: Swift Plaza, Wuye, Abuja, Nigeria

Privacy Contact Email: privacy@mindwellnest.com

1. Privacy Policy

1.1 This Privacy Policy describes **The Sunshine Series Mind-Wellness Limited's** ("TSS," "we," "us," "our") procedures and policies on the collection, use, and disclosure of Users' data in relation to **Mind Wellnest**. It seeks to keep users informed on the details of the use, processing, and sharing of their personal information. This Policy also contains details on the issues related to your privacy when using our services.

1.2 By using and accessing the **Mind Wellnest App** (hereinafter referred to as "the App") and submitting and requesting information on the App, you are deemed to have agreed to and understood the terms of this Privacy Policy. By using and accessing the Mind Wellnest App, you acknowledge that you have read and understood this Privacy Policy. Where consent is required for the processing of your personal information, we will request your consent in accordance with applicable law.

1.3 TSS is committed to protecting the confidentiality and privacy of information entrusted to it. As part of this fundamental obligation, TSS is committed to the appropriate protection and use of personal information, sometimes referred to as "personal data" or "personally identifiable information," collected online. Generally, our intent is to collect only the personal information that is provided voluntarily by online visitors so that we can offer information and/or services to those individuals.

1.4 We understand that health is a very crucial and sensitive issue; we, therefore, respect your privacy as users of our application. We are committed to taking logical steps to protect the sensitive personal information and data of our users by complying with all contractual and regulatory obligations in respect of data privacy.

1.5 Please read this Privacy Policy carefully to understand and learn more about our views, policies, procedures, and practices regarding the collection of information and personal information and how we collect, use, share, disclose, and protect the personal information that we have obtained through the use of our app. Kindly note that this Privacy Policy may be

changed or modified periodically, as determined by the laws and other contingency factors. We therefore encourage you to read through the updated versions thoroughly before submitting any information.

1.6 This policy, together with our Terms of Use, sets out the basis on which any personal data we collect from you, or that you provide, will be processed by us. By accessing and using the App, you accept and consent to the practices described in this policy and our terms and conditions. If you do not agree to be bound to this Privacy Policy, you should stop using the App immediately.

2. Information Collected

2.1 In order for us to operate the app effectively and to allow you to use the app, including having a session with a therapist, we may obtain personal identifiable information about you if you choose to provide it in the course of our business—for example, to register for certain services.

2.2 In some cases, you may have previously provided your personal information to TSS. If you choose to register or log in to the app using a third-party single sign-in service that authenticates your identity and connects your social media login information, such as LinkedIn, Google, Instagram, Twitter, etc., with TSS, we will collect any information or content needed for the registration or log-in that you have permitted the social media provider to share with us, such as your name and email address. Other information we collect may depend on the privacy settings you have set with your social media provider, so please review the privacy policy of the applicable service.

2.3 By registering and/or submitting personal information to TSS on the app, you are also acknowledging that TSS may use this information in accordance with this Privacy Policy. Your personal information is not used for other purposes unless we obtain your permission or unless otherwise required or permitted by law or professional standards. For example, if you register for the app and provide information about your preferences, we will use this information to personalize your user experience.

2.4 Where you have registered for certain services, we may store your email address temporarily until we receive confirmation of the information you provided via an email, that is, where we send an email to the email address provided as part of your registration to confirm a subscription request. The personally identifiable information that we may process includes, but is not limited to:

Basic information, such as your name, including name prefix or title; your title or position; and your relationship to a person.

Contact information, such as your postal address, email address and phone number(s), house or office address, billing and payment information, profile information, log data;

Technical information, such as information from your visits to our App or in relation to materials and communications we send to you electronically, Internet Protocol address;

Information you provide to us for the purposes of using our services;

Information related to the Therapist Services or your need for a therapist, and any information exchanged between you and your Therapist;

Information relating to your health such as blood group, genotype, health history or other health-related data, etc.;

Personal information provided to us by or on behalf of our users or generated by us in the course of providing services to them;

Personal information provided to us by third parties;

Any other information you voluntarily provide to us through the App, support channels, forms, or communications with us.

2.5 By deciding to provide any of the information above, you agree to our methods of collection and use, as well as to other terms and provisions of this Privacy Policy.

3. Legal Grounds

3.1 TSS generally collects only the personal information necessary to fulfill your request. Where additional, optional information is sought, you will be notified of this at the point of collection.

3.2 By virtue of Nigerian law, we are permitted to process personal information, so long as we have a ground under the law to do so. It also requires us to tell you what those grounds are. As a result, when we process your personal information, we will rely on one of the following processing conditions:

The performance of a contract: This is when the processing of your personal information is necessary in order to perform our obligations under a contract or for us to take steps at your request.

A legal obligation: this is when we are required to process your personal information in order to comply with a legal obligation, such as keeping records for tax purposes or providing information to a public body or law enforcement agency;

Legitimate and vital interests: We may process information about you where it is in our legitimate interest in running a lawful business to do so in order to further that business, so long as it does not outweigh your interests, or in order to protect your vital interest or that of another natural person;

Where your consent is given, we may occasionally ask you for specific permission to process some of your personal information, and we will only process your personal information in this way if you agree to us doing so. You may withdraw your consent at any time by contacting **privacy@mindwellnest.com**.

Where it is necessary for the performance of a task carried out in the interest of the public or in the exercise of an official public mandate vested in us.

3.3 TSS only collects "sensitive" personal information when you voluntarily provide us with this information or where such information is required or permitted to be collected by law or professional standards. Sensitive information may include health, mental health, therapy-related, wellness-related, or other sensitive information that you voluntarily provide or that is required for the provision of services. We do not intentionally request unrelated sensitive information unless it is necessary, lawful, and relevant to the services being provided.”

3.4 Please use your discretion when providing sensitive information. Where sensitive information is necessary for the provision of services, we will process it only for lawful, relevant, and necessary purposes connected with the services, safety, legal obligations, or other purposes described in this Privacy Policy. If you have any questions about whether the provision of sensitive information to TSS is, or may be, necessary or appropriate for particular purposes, please contact **privacy@mindwellnest.com**.

3.5 Your personal information is used in the following:

Updating and enhancing TSS's records;

Creating your account on the **Mind Wellnest App** and letting you log in to your account and use the platform;

Managing your account, providing you with customer support, and ensuring you are receiving quality service;

Executing your instructions and billing-related services;

Matching you with a Therapist and facilitating Therapist services;

Reaching out to you, either ourselves or using the appropriate authorities, if either we or a therapist has good reason to believe that you or any other person may be in danger or may be either the cause or the victim of a criminal act.

Establishing your identity and assessing applications for our products and services;

Personalizing your App experience and delivering content and product and service offerings relevant to your interests, including targeted offers and ads through our Apps, third-party sites, and via email or text message, with your consent where required by law;

Contacting you and providing you with information, alerts and suggestions related to our products and services;

Managing our relationship with you and monitoring the service being provided;

Managing our risks;

Contacting you, for example in instances where we need to schedule an appointment for you with any of our therapists or when the need arises to give you information or tell you about some event(s) of significance; and

Conducting and improving the quality of our businesses and improving the effectiveness and delivery of our service and your experience with us. Complying with our legal obligations and assisting government and law enforcement agencies or regulators/supervisors. Informing you about Mind Wellnest services, updates, wellness resources, or related support options, where permitted by law or with your consent where required.

4. Services

4.1 The licensed therapists who deliver services through the app are independent professionals/contractors. While TSS aims to support quality service delivery through onboarding, platform standards, and internal review processes, TSS does not interfere with the practice of medicine or any other licensed profession by healthcare professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither TSS nor any third parties who promote the services or provide you with a link to the services shall be liable for any professional advice you obtain from a licensed therapist while using the **Mind Wellnest App**.

5. IP Addresses

5.1 An IP address is a number assigned to your computer whenever you access the internet. It allows computers and servers to recognize and communicate with one another. IP addresses from

which visitors appear to originate may be recorded for IT security and system diagnostic purposes. This information may also be used in aggregate form to conduct App trend and performance analysis.

6. Location-Based Tools

6.1 Mind Wellnest does not collect users' precise or approximate device location, and it does not request GPS, map, or nearby location access. The App may collect or process a user's country of origin for account setup, service availability, support, security, and platform improvement purposes.

7. Children

7.1 TSS understands the importance of protecting children's privacy, especially in an online environment. Mind Wellnest is not intended for independent use by persons under the age of 18. Minors may only use the services with the consent and supervision of a parent or legal guardian. We do not knowingly collect or maintain personal information from minors without appropriate parental or guardian consent, except where necessary for the provision of professional services and permitted by law. If you are aware that we have collected personally identifiable information from a child under age 18, please let us know by contacting us via privacy@mindwellnest.com, and we will delete that information.

8. Sharing and Transfer of Personal Information

8.1 Transfers to third parties: We do not share personal information with unaffiliated third parties, except as necessary for our legitimate professional and business needs, to carry out your requests, and/or as required or permitted by law or professional standards. This would include:

Our service providers: TSS works with reputable strategic partners, service providers, or agencies so they can process your personal information on our behalf. TSS will only transfer personal information to them when they meet our strict standards on the processing of data and security. We only share personal information that allows them to provide their services.

If we are reorganised or sold to another organisation: TSS may also disclose personal information in connection with the sale, assignment, merger, or other transfer of the business of the app to which the data relates.

Courts, tribunals, law enforcement or regulatory bodies, and government agencies: TSS may disclose personal information in order to respond to requests of courts, tribunals, government or law enforcement agencies, or where it is necessary or prudent to comply with applicable laws, court or tribunal orders or rules, or government regulations.

Audits: disclosures of personal information may also be needed for data privacy or security audits and/or to investigate or respond to a complaint or security threat. We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users.

8.2 In addition, TSS may transfer certain personal information within and outside Nigeria to offshore companies working with us or on our behalf for the purposes described in this Privacy Policy. TSS may also store personal information within and outside Nigeria. If we do this, your personal information will continue to be protected by means of contracts we have in place with those organisations outside Nigeria. By providing personal information online, visitors are consenting to this transfer and/or storage of their personal information across borders. TSS may also employ third-party companies and individuals to facilitate and perform certain tasks that are related to the app or to provide audit, legal, operational, or other services for us. These tasks include, but are not limited to, customer service, technical maintenance, monitoring, email management and communication, database management, billing and payment processing, reporting, and analytics. We will share with them only the minimum necessary information to perform their task for us and only after entering into appropriate confidentiality agreements.

8.3 TSS will not transfer the personal information you provide and information about your usage of our app to any third parties for their own direct marketing use. We do not disclose any information about any user's usage of our app except in specific cases, and we do not share information with any unaffiliated third parties for marketing purposes unless you expressly give us permission to do so.

9. Voluntary Discretion

9.1 Kindly note that you are not mandated to submit any personal information to TSS. However, we may require you to provide certain personal information for you to receive additional information about our services and events. TSS may also ask for your permission for certain uses of your personal information, and you can agree to or decline those uses.

9.2 Where you opt-in for certain services or communications, such as an e-newsletter, you will be able to unsubscribe at any time by following the instructions included in each communication. If you decide to unsubscribe from a service or communication, we will try to remove your information promptly, although we may require additional information before we can process your request.

10. Account and Data Deletion

10.1 Users may delete their **Mind Wellnest** account directly in the App by selecting "**Delete Account**," confirming their country code, and entering the phone number linked to their account.

10.2 Once confirmed, the account will be deleted from all devices, message history will be erased, and all active appointments will be cancelled.

10.3 Where a user cannot access the App, the user may request account deletion through the **Mind Wellnest Account Deletion Request Form** at <https://forms.gle/CiRfqpvfEy5CN5ku6> or by contacting us at **privacy@mindwellnest.com**.

10.4 When we receive an account deletion request, we may take reasonable steps to verify that the request is from the owner of the account before processing it.

10.5 We may continue to retain certain information where there are valid legal, regulatory, clinical, accounting, security, dispute resolution, fraud prevention, or legitimate operational reasons.

11. Your Rights

11.1 Where you choose to provide personal information to TSS, you have the following rights:

Access and correction: you have the right to access that data. This is sometimes called a 'subject access request.' If we agree that we are obliged to provide personal information to you, we will provide it to you. Before providing personal information to you, we may ask for proof of identity and sufficient information about your interactions with us that we can locate your personal information. If the information we hold about you is incorrect or incomplete, you may ask us to correct or rectify any inaccuracies in the personal information.

Object to processing: you have the right to object to us processing your personal information if we are not entitled to use it anymore, to have your information deleted if we are keeping it too long, or to have its processing restricted in certain circumstances.

You have the right to withdraw your consent for processing in cases where consent has previously been given.

You also have the right to request that your information be erased. We might continue to retain such data if there are valid legal, regulatory, clinical, accounting, security, dispute resolution, fraud prevention, or operational reasons.

11.2 You can make a request or exercise these rights by contacting TSS at **privacy@mindwellnest.com**, and we will make all reasonable and practical efforts to comply with your request so long as it is consistent with applicable law and professional standards.

Emergency, Safety, and Risk Situations

Where we, a therapist, or a mental health professional reasonably believes that you or another person may be at risk of serious harm, we may use or disclose relevant information to emergency contacts, healthcare providers, law enforcement agencies, regulators, or other appropriate authorities, where permitted or required by law.

12. Data Security and Integrity

12.1 TSS has reasonable security policies and procedures and has organizational measures in place to protect personal information from unauthorized loss or access, misuse, modification, alteration, destruction, or disclosure under our control. This may include the use of encryption, access controls, and other forms of security to ensure that your data is protected.

12.2 Where you have chosen a password that grants you access to the services provided on the app, you are responsible for keeping this password confidential. We request that you do not share your password or other authentication details, e.g., generated codes, with anyone.

12.3 Despite TSS' best efforts, however, security cannot be absolutely guaranteed against all threats. To the best of our ability, access to your personal information is limited to those who have a need to know. Those individuals who have access to the data are required to maintain the confidentiality of such information. We make reasonable efforts to retain personal information only for as long as necessary for the purposes for which it was collected, to provide the services, to comply with legal, regulatory, clinical, accounting, security, or operational requirements, or to respond to valid user requests. When the information is no longer necessary, we will delete, anonymise, archive, or restrict access to it in accordance with applicable law. The storage of your data is also determined by legal, regulatory, administrative, clinical, or operational requirements.

13. Links to Other Sites

13.1 Please be aware that the app may contain links to other services or offers, including sites maintained by third parties that are not governed by this Privacy Policy but by other privacy policies that may differ somewhat.

13.2 We encourage users to review the privacy policies of any third-party websites, platforms, or services they access through the App. We encourage users to review their privacy policy. If you click on a third-party link, you will be directed to that third party's app or service. The fact that we link you to an App or service is not an endorsement, authorization, or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not have control over third-party apps and services, and we do not have control over their privacy policies and terms of use. Please review the privacy policy of each App visited before disclosing any personal information.

14. Changes to this Policy

14.1 TSS may modify this Privacy Policy from time to time on an ad hoc basis to reflect our current privacy practices as well as the legal, regulatory, and operating environment, and such revised versions will automatically become applicable to you.

14.2 When we make changes to this statement, we will revise the “**Last Updated**” date at the top of this page, and such a revised policy becomes effective as of the time it is posted. We encourage you to periodically review this Privacy Policy to be informed about how TSS is protecting your information.

15. Policy Questions and Enforcement

15.1 TSS is committed to protecting the online privacy of your personal information. If you have questions, comments, or requests about our administration of your personal information, please contact us at **privacy@mindwellnest.com**. You may also use this address to communicate any concerns you may have regarding compliance with our Privacy Policy.

15.2 We will acknowledge and respond to privacy-related requests or complaints within a reasonable time and in accordance with applicable law. We may request additional information where necessary to verify your identity or process your request.

15.3 The Sunshine Series Mind-Wellness Limited is a limited liability company registered under the laws of the Federal Republic of Nigeria and is the owner and operator of **Mind Wellnest**.

15.4 Our office is located at **Swift Plaza, Wuye, Abuja, Nigeria**.