

Terms of Service

Mental Wellbeing and Community Development Foundation Africa (MWCD AFRICA)

Effective Date: 5 August 2026

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the website, digital platforms, programs, events, volunteer opportunities, services, and other activities (collectively, the "Services") provided by **Mental Wellbeing and Community Development Foundation Africa (MWCD AFRICA)**, a registered non-governmental organization (NGO) in the Federal Republic of Nigeria ("MWCD AFRICA", "we", "us", or "our").

By accessing or using our Services, registering for any program or event, creating an account where applicable, submitting an application, making a donation, volunteering, or otherwise engaging with MWCD AFRICA, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy and any additional guidelines or policies that may apply to specific programs or services.

If you do not agree to these Terms, you must refrain from accessing or using our Services.

2. About MWCD AFRICA

MWCD AFRICA is a nonprofit organization dedicated to advancing mental wellbeing, community development, youth empowerment, and the growth of Africa's creative and cultural sectors through advocacy, education, partnerships, technology, and community-driven initiatives.

Our ecosystem includes initiatives and programs that support creatives, communities, and individuals seeking opportunities for learning, collaboration, innovation, and wellbeing.

3. Eligibility

You may use our Services if:

- You are legally capable of entering into a binding agreement under applicable law.
- You provide accurate and truthful information when requested.
- You comply with these Terms and all applicable laws.

Where a program is intended for minors, participation may require the consent of a parent, guardian, or other legally authorized representative.

4. Use of Our Services

You agree to use our Services responsibly and only for lawful purposes.

You must not:

- Violate any applicable law or regulation.
- Provide false or misleading information.
- Attempt to gain unauthorized access to our systems.
- Interfere with the operation or security of our Services.
- Upload malicious software or harmful code.
- Harass, threaten, discriminate against, or abuse other users.
- Misrepresent your identity or affiliation.
- Use our Services to engage in fraudulent or deceptive activities.

We reserve the right to suspend or terminate access where these Terms are violated.

5. User Accounts

Certain Services may require you to create an account.

You are responsible for:

- Maintaining the confidentiality of your login credentials.
- Ensuring your account information remains accurate.
- All activities occurring under your account.

Notify us immediately if you suspect unauthorized access to your account.

6. Applications and Participation

Participation in MWCD AFRICA programs, fellowships, grants, training, volunteering, mentorship, events, or competitions may require an application.

Submitting an application does not guarantee acceptance.

MWCD AFRICA reserves the right to:

- Establish eligibility criteria.
- Review and evaluate applications.
- Accept or decline applications at its discretion.
- Modify program requirements where necessary.

Program decisions are final unless otherwise stated.

7. Intellectual Property

Unless otherwise stated, all content available through our Services—including text, graphics, logos, branding, photographs, videos, audio, designs, publications, reports, training materials, and software—is owned by or licensed to MWCD AFRICA and is protected by applicable intellectual property laws.

You may:

- View content for personal, educational, or non-commercial use.
- Share publicly available content with proper attribution.

You may not:

- Reproduce or distribute our content for commercial purposes without prior written permission.
- Remove copyright or proprietary notices.
- Modify or create derivative works from our materials without authorization.

8. User-Generated Content

You may submit content to MWCD AFRICA, including:

- Applications
- Photographs
- Videos
- Artwork
- Comments
- Testimonials
- Project submissions
- Research contributions

You retain ownership of your original work.

By submitting content to MWCD AFRICA, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, publish, display, distribute, adapt, and promote the content solely for purposes related to our mission, programs, communications, fundraising, advocacy, reporting, and promotional activities, unless otherwise agreed in writing.

You confirm that:

- You own the content or have permission to submit it.

- The content does not infringe the rights of others.
- The content does not violate applicable laws.

9. Community Standards

We are committed to maintaining respectful, inclusive, and safe spaces.

Users must not:

- Bully or harass others.
- Promote hate speech or discrimination.
- Share unlawful or harmful content.
- Post misleading or fraudulent information.
- Impersonate other individuals or organizations.
- Engage in behavior that disrupts our community.

We may remove content or restrict access where these standards are violated.

10. Events and Programs

Registration for MWCD AFRICA events or programs may be subject to availability and additional requirements.

We reserve the right to:

- Modify event schedules.
- Change speakers or facilitators.
- Cancel or postpone events.
- Refuse participation where necessary for safety, security, or operational reasons.

Participants are expected to comply with event guidelines and codes of conduct.

11. Donations

Donations made to MWCD AFRICA support our charitable mission.

Unless otherwise required by law or expressly stated, donations are generally non-refundable.

Where online payment services are used, transactions are processed by trusted third-party payment providers.

12. Third-Party Services

Our Services may contain links to or integrate with third-party websites, software, payment platforms, or social media services.

MWCD AFRICA does not control or endorse third-party services and is not responsible for their availability, content, policies, or practices.

Your use of third-party services is governed by their respective terms and policies.

13. Privacy

Your use of our Services is also governed by our Privacy Policy, which explains how we collect, use, protect, and process personal information.

By using our Services, you acknowledge that your information may be processed in accordance with our Privacy Policy.

14. Disclaimers

Our Services are provided on an "as is" and "as available" basis.

While we strive to provide accurate and up-to-date information, MWCD AFRICA does not guarantee that:

- All information will always be accurate or complete.
- Services will be uninterrupted or error-free.
- All content will remain permanently available.

Information provided through our Services is for general informational and educational purposes only.

Where our Services include information relating to mental wellbeing, it is not intended to replace professional medical, psychological, psychiatric, or legal advice. Individuals experiencing a medical or mental health emergency should contact the appropriate emergency services or qualified healthcare professionals.

15. Limitation of Liability

To the fullest extent permitted by applicable law, MWCD AFRICA shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our Services.

Our total liability, where permitted by law, shall be limited to the extent required under applicable legal obligations.

16. Indemnification

You agree to indemnify and hold harmless MWCD AFRICA, its trustees, directors, employees, volunteers, partners, contractors, and representatives from any claims, losses, liabilities, damages, or expenses arising from:

- Your violation of these Terms.
- Your misuse of our Services.
- Your infringement of the rights of another person or organization.

17. Suspension and Termination

MWCD AFRICA reserves the right to suspend or terminate access to any Service without prior notice where:

- These Terms are violated.
- Fraudulent or unlawful activity is suspected.
- Continued access may pose a risk to users or the organization.
- Required by law.

18. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.

Where disputes cannot be resolved amicably, they shall be submitted to the courts of competent jurisdiction in Nigeria, unless otherwise required by applicable law.

19. Changes to These Terms

We may update these Terms from time to time to reflect changes in our Services, legal obligations, or operational practices.

Updated versions will be published on our website together with the revised effective date.

Continued use of our Services after updates constitutes acceptance of the revised Terms.

20. Contact Us

If you have any questions regarding these Terms of Service, please contact:

Mental Wellbeing and Community Development Foundation Africa (MWCD AFRICA)

Email: info@mwcdafrika.org

Website: <https://mwcdafrika.org>

We are committed to maintaining transparent, ethical, and responsible engagement with everyone who interacts with MWCD AFRICA.

By using MWCD AFRICA's Services, you acknowledge that you have read, understood, and agree to these Terms of Service.