



GidaCare WhatsApp Chatbot – Terms of Use

An innovation of Center for Clinical Care and Clinical Research (CCCRN)

www.gidacare.com

www.cccr-nigeria.org

Effective Date: 25 May 2026

1. Legal Agreement and Acceptance

These Terms of Use (“Terms”) constitute a legally binding agreement between you (“User”) and GidaCare, a digital health service developed and operated by the Centre for Clinical Care and Clinical Research (CCCRN).

By accessing, initiating, or continuing to interact with the GidaCare WhatsApp Chatbot (“Chatbot”), you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree with any part of these Terms, you must immediately discontinue use of the Chatbot.

2. Eligibility and Authority

The Chatbot is intended for use by individuals aged 18 years and above. By using the Chatbot, you confirm that you meet this requirement and that you are an expectant mother, caregiver, parent, guardian, or spouse of a pregnant individual, or otherwise authorised to use the service for maternal and child health support.

3. Authorised Use

You may use the Chatbot solely for the following purposes:

- Receiving maternal and child health and financial information and guidance
- Obtaining AI-generated responses to questions related to pregnancy, vaccination, and child health
- Receiving reminders and managing child immunisation schedules
- Locating mapped health facilities
- Connecting with trained health workers (Midwives, CHEWS)
- Watching informational pre-recorded videos of peers, traditional, community, health influencers

4. Prohibited Conduct

You agree not to:

- Submit false, misleading, or malicious information
- Attempt to reverse engineer, exploit, or interfere with the Chatbot’s functionality

- Use the Chatbot for advertising, spamming, or unauthorised data collection
- Engage in activities that infringe upon the rights of others
- Introduce malware or disrupt the integrity or performance of the service

5. AI and Medical Disclaimer

The Chatbot uses artificial intelligence to generate responses. All information provided is for educational and informational purposes only and does not constitute medical advice, diagnosis, or treatment.

You should always seek the advice of a qualified healthcare professional regarding any medical condition or concern.

6. Data Processing and Consent (NDPR Compliance)

GidaCare is committed to protecting your personal data in accordance with the Nigeria Data Protection Regulation and other applicable data protection laws.

By using the Chatbot, you expressly consent to the collection and processing of your personal data, which may include:

- Name, phone number, and WhatsApp identifier
- Health-related information voluntarily provided (e.g., pregnancy status, child immunisation data)
- Interaction data and chatbot usage history

Your personal data will be processed for the following lawful purposes:

- Delivery of maternal and child health information and services
- Personalisation of immunisation reminders and health guidance
- Monitoring, evaluation, and improvement of service quality
- Public health planning and research (in anonymised or aggregated form where possible)

All processing activities are conducted on the lawful bases of consent and public health interest, as recognised under the NDPR.

7. Data Subject Rights

In accordance with the Nigeria Data Protection Regulation, you have the right to:

- Request access to your personal data
- Request correction of inaccurate or incomplete data
- Request deletion of your personal data, subject to legal and public health obligations
- Withdraw your consent at any time without affecting prior lawful processing
- Object to or restrict certain types of data processing

To exercise any of these rights, please contact:

 info.gidacare@cccr-nigeria.org

8. Data Security and Retention

GidaCare implements appropriate technical and organisational measures to safeguard your personal data against unauthorised access, loss, misuse, or disclosure.

Your personal data will be retained only for as long as necessary to fulfil the purposes outlined in these Terms, or as required by applicable laws and public health regulations in Nigeria.

9. Third-Party Processing and International Transfers

GidaCare may rely on third-party service providers, including WhatsApp infrastructure providers and cloud hosting services, to deliver the Chatbot.

Where your data is transferred outside Nigeria, such transfers will be conducted in compliance with the Nigeria Data Protection Regulation, ensuring adequate safeguards are in place to protect your privacy.

6. Data Processing and Consent

By using the Chatbot, you consent to the collection and processing of your personal data in accordance with the GidaCare Privacy Policy.

Your data may be used for service delivery, improvement of the Chatbot, and public health purposes, in compliance with applicable data protection laws in Nigeria.

7. Intellectual Property

All content, software, design, and functionality of the Chatbot are the intellectual property of CCCRN or its licensors.

You may not copy, reproduce, distribute, modify, or create derivative works without prior written consent.

8. Suspension and Termination

GidaCare reserves the right to suspend or terminate your access to the Chatbot at its sole discretion, particularly in cases of violation of these Terms or applicable laws, without prior notice or liability.

9. Disclaimer of Warranties

The Chatbot is provided on an “as is” and “as available” basis. GidaCare makes no warranties, express or implied, regarding the accuracy, reliability, availability, or suitability of the service for any purpose.

10. Limitation of Liability

To the fullest extent permitted by law, GidaCare and CCCRN shall not be liable for any direct, indirect, incidental, or consequential damages arising from or related to your use of the Chatbot.

11. Data Protection Officer (DPO)

GidaCare has appointed a Data Protection Officer (DPO) responsible for overseeing compliance with applicable data protection laws, including the Nigeria Data Protection Regulation.

The DPO is responsible for:

- Ensuring that personal data is processed in accordance with applicable laws and regulations
- Advising on data protection obligations and best practices
- Serving as the primary point of contact for data subjects and regulatory authorities on privacy-related matters

For all data protection inquiries, requests, or complaints, you may contact the DPO at:

 dpo@cccr-nigeria.org

12. Indemnification

You agree to indemnify, defend, and hold harmless GidaCare and CCCRN from and against any claims, liabilities, damages, losses, or expenses arising out of your use or misuse of the Chatbot or violation of these Terms.

13. Governing Law

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

14. Modifications to Terms

GidaCare reserves the right to update or modify these Terms at any time. Where material changes occur, users will be notified via WhatsApp or official communication channels. Your continued use of the Chatbot following such updates constitutes acceptance of the revised Terms.

15. WhatsApp Platform Compliance and Acceptable Use

GidaCare operates using the WhatsApp Business Platform provided by Meta Platforms and complies with all applicable WhatsApp Business policies and requirements.

By using GidaCare via WhatsApp, you acknowledge and agree that:

- Your use of the Chatbot is also subject to WhatsApp's Terms of Service and Privacy Policy
- GidaCare only communicates with users who have explicitly opted in or initiated contact
- GidaCare does not send unsolicited, promotional, or spam messages
- All communications are intended strictly for healthcare information, maternal support, financial education and public health purposes
- WhatsApp may process your messages and metadata in accordance with its own policies as part of service delivery
- GidaCare is not responsible for the independent processing practices of WhatsApp or its parent company

Users are strictly prohibited from using the Chatbot to:

- Disrupt WhatsApp services or attempt unauthorized access
- Send unlawful, abusive, or malicious content
- Misuse the service for spam, advertising, or data scraping

GidaCare reserves the right to restrict or terminate access to users who violate this Acceptable Use Policy or WhatsApp Business Platform requirements.

16. Contact Information

For questions or concerns regarding these Terms, please contact:

 **info.gidacare@cccr-nigeria.org**

NDPR = Nigeria Data Protection Regulation - 2019 (issued by NITDA)

NDPA = Nigeria Data Protection Act - 2023 (signed into law by the Federal Government)