

WHISPER HEALTH

Terms and Conditions

A clear agreement for using Whisper Health
and its private digital health services.

Published by

WHISPERSAFE HEALTH CONSULT | Business number BN650310724
support@whisperhealth.com | 0501307336

1.1 Agreement to these terms

These Terms of Service govern access to the Whisper Health website, mobile experience, account features, tools, conversations, consultation-booking features, community features, pharmacy-order support, and related communications (together, the Services). In these terms, Whisper Health, we, us, and our mean WHISPERSAFE HEALTH CONSULT. You means the person using the Services and, where appropriate, a parent, guardian, or other person legally authorised to act for that person.

By creating an account, using a Service, submitting information, or completing a payment, you agree to these terms and the Privacy Notice, Cookie Policy, any feature-specific rules shown before you use that feature, and any final order details you accept at checkout. If you do not agree, do not use the Services.

1.2 Who operates Whisper Health

Whisper Health is operated by WHISPERSAFE HEALTH CONSULT, registered in Ghana under business number BN650310724. Its registered principal place of business is AK-447-0515, Unnumbered Building KNUST, Inside KNUST Campus, Kumasi Metropolitan, Ashanti Region, Ghana; P.O. Box 137, Kumasi.

Customer support is available at support@whisperhealth.com and 0501307336. These details are business contact details. We do not publish the proprietor's personal contact, residential, tax, or identity information in this policy.

1.3 What Whisper Health does and does not do

Whisper Health may provide health education, private digital tools, AI-assisted informational conversations, community features, consultation discovery or booking, and pharmacy-order support. Each feature may have different availability, eligibility, clinical scope, geographical coverage, and operating hours.

Whisper Health is not an emergency service, ambulance service, hospital, pharmacy, diagnostic laboratory, insurer, or a substitute for an in-person assessment by a qualified professional. Unless a feature expressly says otherwise, using the Services does not create a clinician-patient relationship with Whisper Health, guarantee a consultation, diagnosis, treatment, prescription, product availability, delivery time, or health outcome.

1.4 Emergency and urgent-care notice

Do not use Whisper Health to seek emergency help or delay urgent in-person care. If you believe you or someone else may be in immediate danger, has severe symptoms, is at risk of self-harm, or needs urgent medical attention, contact local emergency services, go to the nearest suitable health facility, or seek immediate help from a qualified emergency provider.

AI responses, health education, symptom information, community posts, and pharmacy-order messages are not monitored as emergency channels. A delayed, incomplete, unavailable, or misunderstood response must not be treated as medical advice or emergency triage.

1.5 Eligibility, capacity and use on behalf of another person

You must give accurate information, have the legal capacity to agree to these terms, and comply with applicable law. If you use an account or submit health information for another person, you confirm that you have their authority to do so and that you will only share information necessary for the requested service.

Business decision required - minors: Set the minimum age for independent accounts, the parental or guardian-consent process, the age-verification approach, and which features will be unavailable to minors. Until this is approved and implemented, do not state a specific age threshold publicly.

1.6 User registration, accounts, credentials and security

1.6.1 Anonymous registration model

Whisper Health uses an intentionally privacy-preserving registration model. The current registration flow creates or asks you to use a unique anonymous username in the ANON_##### format, a password, and a recovery code. You may also provide limited profile information, such as birth year or gender, where a feature asks for it; that information is not a public account name and should be accurate if you choose to provide it.

Unlike services that recover an account through an email address or mobile number, the current core account flow is designed not to require an email address or telephone number to create an account. This reduces the personal identifying information needed for basic use, but it means you have a greater responsibility to keep your username and recovery code safe. We may change the registration process only after giving appropriate notice and updating these Terms and the Privacy Notice.

1.6.2 What you must do at registration

You must use only the account assigned to or created by you, choose a strong and unique password, and keep your username, password, recovery code, two-factor recovery codes, and trusted devices private. Do not use another person's recovery code, create an account for someone else without authority, share credentials, or allow another person to act through your account.

When the app generates a recovery code during sign-up, it automatically triggers a browser download of a plain-text file named whisperhealth-recovery-code.txt. The app also displays the code and offers a copy control. A browser, device setting, download restriction, or shared device may prevent the download from being available or safe, so you must confirm that you have saved the code before completing registration. Save it only in a secure place that you control, such as a reputable password manager or offline record stored safely. Do not save it in a public post, shared chat, screenshot accessible to others, or a device you do not control. Whisper Health support will never ask you to post or send a recovery code through an unsecured channel.

1.6.3 Account recovery and credential loss

The recovery code is a security credential, not a customer-service reference. To reset a forgotten password, the current recovery flow verifies the recovery code and then issues a new recovery code. It automatically triggers the same plain-text browser download for the replacement and displays a copy control. The recovery code used for that reset is invalidated, so you must securely save the replacement before leaving the recovery flow.

If you lose your password but still have your recovery code, use the password-recovery flow. If you lose your username, recovery code, and access to any signed-in device, Whisper Health may be unable to restore the account because the privacy-preserving design does not rely on a verified email address or telephone number for ordinary account recovery. We will not bypass these controls merely on the basis of a request, a claimed identity, a chat message, or health information; doing so could expose a private account to another person.

If you suspect that a password, recovery code, two-factor method, or device has been compromised, change your password or use the recovery flow as soon as possible, review and revoke unfamiliar active sessions, and contact support with a description of the concern. Do not share the compromised credential with support. We may require appropriate security checks before taking action on a reported account-security issue.

1.6.4 Sessions, two-factor authentication and account controls

The Services may create and manage authenticated sessions so that you can stay signed in. You can review active sessions and revoke access from account settings where that control is available. We may end, lock, re-authenticate, or revoke a session where reasonably necessary for inactivity protection, security, suspected compromise, misuse, legal compliance, or account recovery.

Two-factor authentication may be enabled through the account-security features. If you enable it, you are responsible for safeguarding the authenticator method and any backup codes. Loss of both your ordinary recovery credentials and your two-factor recovery method can prevent access. Two-factor authentication is an additional safeguard; it does not remove your responsibility to protect your password and recovery code.

1.6.5 Account deletion and closure

You may request account deletion through the account controls, subject to password verification and applicable retention obligations. Deletion may remove account access, personal profile data, private conversations, active sessions, and associated settings. Some information may need to be retained, restricted, anonymised, or preserved for legal, safety, fraud-prevention, payment, dispute, audit, or public-community reasons, as explained in the Privacy Notice.

We may suspend a session, restrict a feature, or close an account in accordance with sections 1.13, 1.20, and 1.30. We will not treat an account closure as a reason to disclose health information, recovery credentials, or other protected information to a third party without a lawful basis.

1.7 Information you provide

You promise that information you submit is accurate to the best of your knowledge, current where relevant, and does not unlawfully disclose another person's information. You should not enter a third party's health information, contact details, images, prescription information, or delivery address unless you have authority and a lawful reason to do so.

Health information can be incomplete, wrong, or change over time. You remain responsible for deciding whether to seek professional care and for giving a clinician or pharmacy the information necessary for safe care or fulfilment.

1.8 AI-assisted information and Maya

Where the Services provide AI-assisted information, it is designed to help users understand general health information and next steps. It can be incomplete, incorrect, unavailable, or unsuitable for your circumstances. It must not be relied on for a diagnosis, prescription, medication change, emergency decision, or a substitute for a qualified professional's assessment.

Do not submit information you are not permitted to disclose. Do not use AI features to obtain instructions for harm, fraud, unlawful conduct, or to impersonate a professional. We may limit or disable AI access to protect users, prevent misuse, comply with law, or preserve service integrity.

1.9 Consultations and healthcare professionals

Consultation-related features may help you request, schedule, or join a consultation with an independent qualified professional or provider. A booking request is not an acceptance until the relevant provider or workflow confirms it. Availability, fees, the professional's qualifications, clinical judgement, cancellation rules, and any treatment decision are determined in the relevant service flow and, where applicable, the professional or provider's own terms.

You must not use a scheduled or requested consultation as a reason to postpone emergency care. Neither a booking, an availability indication, nor a payment confirmation guarantees a diagnosis, prescription, referral, treatment, or outcome.

1.10 Pharmacy-order support

Whisper Health may help you request availability and a final price for named health products from participating pharmacies. It does not itself dispense medicines unless this is expressly stated in a confirmed order. A pharmacy may decline, request further information, require a valid prescription, be unable to fulfil an item, or offer a different final price or delivery arrangement.

Where an estimate is shown, it is not a binding offer. We will not ask you to pay for an order until a final price is presented in the order flow. The pharmacy's acceptance, applicable law, product restrictions, prescription requirements, payment verification, and delivery feasibility all remain conditions of fulfilment.

1.11 Your responsibilities for medicines and health products

You must provide accurate product, quantity, allergy, prescription, and delivery information where requested. You are responsible for checking that an item shown in a final order is the one you intend to request before payment. You must follow the label, patient information leaflet, pharmacist's instructions, and any advice from a qualified professional.

Do not use Whisper Health to buy, request, sell, exchange, advertise, or facilitate counterfeit, recalled, controlled, restricted, unlawful, or unsafe products. Do not ask a pharmacy or courier to bypass a prescription, age, identity, storage, or legal requirement.

1.12 Community content and user submissions

If a community feature lets you create a post, comment, image, review, or other content, you retain ownership of your original content. You give Whisper Health a limited, non-exclusive, worldwide, royalty-free licence to host, reproduce, format, display, and technically distribute that content only as needed to operate, secure, moderate, improve, and promote the community feature in accordance with your selected visibility and the Privacy Notice.

You must not post content that is false or dangerously misleading about health, includes another person's personal or health information without permission, infringes rights, is hateful, sexually exploitative, abusive, threatening, unlawful, spam, malware, or designed to deceive. Do not post images containing medical records, prescriptions, faces, identifying details, or intimate content unless the feature expressly requests it and you have authority to share it.

We may review, restrict, remove, preserve, or report content where reasonably necessary for safety, moderation, legal compliance, or platform security. We do not promise to monitor every post, and the existence of community content does not mean we endorse, verify, or adopt it.

1.13 Prohibited activities and acceptable use

The Services are for lawful, respectful, privacy-protective health support. The following conduct is not tolerated. Depending on severity, we may remove content, restrict a feature, end a session, suspend or close an account, preserve evidence, notify an affected person where appropriate, or refer a matter to a competent authority where required or necessary for safety.

1.13.1 Harm, abuse, and unsafe health conduct

You must not use the Services to threaten, harass, stalk, bully, exploit, shame, discriminate against, deceive, coerce, or harm another person. You must not encourage self-harm, violence, abuse, unsafe medicine use, eating-disorder behaviour, sexual exploitation, or any other conduct that may put a person at risk. You must not present yourself as a clinician, pharmacist, counsellor, or other professional unless Whisper Health has expressly verified and authorised that role for the relevant feature.

You must not use a community, AI feature, consultation, pharmacy-order flow, or support channel to obtain a diagnosis, prescription, controlled product, or clinical decision through deception or by withholding information that is necessary for safety. You must not use the Services to delay emergency care or to give another person an instruction that contradicts urgent professional advice.

1.13.2 Privacy, identity, and sensitive information

You must not publish, upload, transmit, request, sell, collect, infer, or disclose another person's personal, health, sexual, financial, location, account, prescription, image, or contact information without a lawful basis and that person's permission. Do not post screenshots, medical records, prescriptions, intimate images, faces, addresses, telephone numbers, usernames, login details, recovery codes, or information that could identify a community member or patient.

You must not impersonate another person or organisation, create a deceptive account, falsely claim a relationship with Whisper Health, or use a community identity to identify, contact, or expose a person outside the Services. Do not harvest usernames, contact details, post content, or partner information for marketing, profiling, surveillance, research, or any purpose not expressly authorised by Whisper Health and applicable law.

1.13.3 Platform, account, and technical security

You must not access or try to access an account, session, device, system, source code, database, API, file, media object, security control, or feature without authorisation. You must not guess credentials; use stolen credentials; share access tokens or recovery codes; bypass authentication, rate limits, access restrictions, payment checks, or moderation controls; or interfere with another user's session.

You must not scrape, crawl, probe, scan, benchmark, reverse engineer, decompile, decrypt, introduce malware, use bots or automated scripts without written permission, overload the Services, or interfere with availability, integrity, confidentiality, or security monitoring. Responsible security research must be coordinated with Whisper Health in advance; do not test production systems in a way that accesses data, interrupts service, or affects another user.

1.13.4 Community and content conduct

You must not post content that is knowingly false, dangerously misleading, unlawful, hateful, sexually exploitative, graphic without an appropriate reason and warning, abusive, defamatory, infringing, spam, advertising, malware, or designed to deceive. You must not post content that encourages a person to avoid essential care, misuse a medicine, break the law, or harm themselves or someone else.

You must not use the community to sell products, solicit money, recruit people into an unauthorised scheme, promote an unverified health cure, or direct users to an unsafe third-party service. You remain responsible for content you create and for ensuring that you have the necessary rights, permissions, and consent to share it.

1.13.5 Payments, pharmacy and partner integrity

You must not make a fraudulent payment, submit a false chargeback, manipulate a final price, use a payment method without authority, or request a pharmacy, courier, practitioner, or support team to work outside the approved workflow. You must not buy, sell, request, advertise, exchange, or facilitate counterfeit, recalled, controlled, restricted, unlawful, or unsafe products.

You must not disclose, republish, exploit, or use a partner's identity, price, contact details, stock information, or operational information for a purpose outside the relevant order or service flow. You must not attempt to pressure a partner to bypass prescription, identity, age, storage, delivery, payment, or other legal and safety requirements.

1.13.6 Reporting, enforcement and fair process

If you see conduct that may violate these rules, use the relevant report control for a post or comment where available, or contact support for an account, security, or safety concern. Do not make knowingly false, retaliatory, or malicious reports. Report submission does not guarantee a particular outcome or a particular review time.

We may consider context, evidence, seriousness, repetition, risk of harm, applicable law, and the need to protect vulnerable users when taking action. We may preserve content or account records for investigation even if content is removed from view. Where practical and safe, we may give a user an explanation or route to ask for review, but we may act without notice where a delay could create a safety, privacy, security, or legal risk.

1.14 Application use

We grant you a limited, personal, revocable, non-exclusive, non-transferable, and non-sublicensable permission to install and use the Whisper Health application, or access its web equivalent, on devices you own or control and only for its intended purpose. This permission does not transfer ownership of the Services or any intellectual-property right.

You must not copy, modify, rent, lease, sell, distribute, publish, reverse engineer, decompile, decrypt, attempt to derive source code from, create derivative works of, or use the application to develop a competing product, except where an applicable law gives you a right that cannot be excluded. You must not remove copyright, trademark, or other proprietary notices.

If you obtain the application through an app store, the store operator's terms also apply. The store operator is not responsible for Whisper Health's content, support, or any claim related to the Services except to the extent its own terms or applicable law say otherwise.

1.15 Social media and linked accounts

Whisper Health may maintain public pages on social-media platforms or allow a feature to link to a third-party account. The relevant platform controls its own service and privacy practices. Do not provide social-media login credentials to Whisper Health unless a specific, secure connection flow clearly asks for them.

If you choose to interact with our social-media pages, anything you make public there may be visible to others under that platform's settings. We are not responsible for a social-media platform's availability, security, terms, or handling of your information. You can disconnect an authorised account connection through the relevant feature or by contacting us where that option is not available.

1.16 Submissions and feedback

If you send us a question, suggestion, idea, bug report, or other feedback that is not a health record, confidential support request, or community post (a Submission), you allow us to use it to operate, improve, test, and promote the Services without compensation to you. You must not submit confidential information, trade secrets, or material you do not have the right to share.

This does not transfer ownership of your health information or override the Privacy Notice. We will handle personal information in a Submission in accordance with the Privacy Notice.

1.17 Copyright, trademarks and content ownership

Whisper Health and its licensors own the Services, software, text, design, graphics, branding, and other materials unless a page says otherwise. The Whisper Health name, logos, and marks may not be used in a way that suggests sponsorship or endorsement without written permission.

You retain ownership of original material you submit. The limited licence for community content is described in section 1.12. If you believe material on the Services infringes your copyright or other rights, contact support@whisperhealth.com with the identity of the work, the location of the material, your contact details, the basis of your claim, and a good-faith statement. We may ask for additional information and may take appropriate action after review.

1.18 Privacy Policy and user data

The Privacy Notice explains the categories of personal information we process, why we process it, who may receive it, international processing, retention, security, and your data-protection rights. It is incorporated into these Terms. You must read it before using features that involve personal or health information.

We will handle personal information subject to applicable Ghanaian data-protection law, including the Data Protection Act, 2012 (Act 843), and any other applicable law. Health information needs heightened protection. This statement is not a claim that Whisper Health has obtained a regulator's approval, certification, or registration unless we expressly confirm that fact in writing.

1.19 Third-Party Websites and Content

Some features depend on third parties, such as payment processors, cloud-hosting providers, communications providers, video providers, AI providers, pharmacies, clinicians, delivery providers, app stores, or social-media platforms. Their services may have their own terms and privacy notices. A link, integration, reference, or availability indication does not mean Whisper Health endorses or controls a third party.

We only share information with a third party where it is needed for the requested feature, required by law, or otherwise described in the Privacy Notice. A third party is responsible for its own services, decisions, stock, advice, delivery, and privacy practices to the extent applicable. You should read the third party's terms and privacy information before using its service.

1.20 Site Management

1.20.1 How we manage the Services

We manage Whisper Health to keep the Services usable, private, safe, and available. This includes maintaining the software and infrastructure; applying access controls; operating session, authentication, payment, content, and safety workflows; responding to technical faults; making backups and recovery arrangements; monitoring security and operational signals; and making changes needed for maintenance, safety, legal compliance, or product improvement.

We may use automated technical controls, such as authentication checks, session controls, rate limits, security logging, file restrictions, and availability protections. We may also use authorised staff, community moderators, or service providers to administer the Services and investigate matters within their role. Access is limited to what is reasonably necessary for the task; this does not mean that every message, post, consultation, or health record is routinely read by a person.

1.20.2 Community administration and reports

The community supports reports of posts and comments, which create a report record for moderation review within the relevant community. Authorised community moderators may manage membership and, where their permissions allow, remove members, mute or unmute members, ban or unban members, promote members, and remove posts. A report of a user without relevant post or comment context is not currently a supported report path; use the report option attached to the relevant content or contact support for an urgent safety or account concern.

We may remove, restrict, preserve, restore, label, or make inaccessible content; limit a member's participation; or take other proportionate action when we reasonably believe it is needed under these Terms. We do not promise that every report will be reviewed within a particular time, that every reported item will be removed, or that we will disclose the outcome to the reporting person. We may keep reports, moderation notes, and associated records where necessary for safety, investigation, audit, legal compliance, or dispute handling.

1.20.3 Account and service administration

We may investigate suspected misuse, fraud, security incidents, payment irregularities, unauthorised access, infringement, or violations of these Terms. Depending on the circumstances, we may request security information, limit access, require re-authentication, revoke sessions, pause a payment or order workflow, suspend an account, or preserve relevant records. We may act without prior notice where notice could enable harm, fraud, evidence destruction, unauthorised access, or a legal breach.

We will use reasonable efforts to keep the Services operating, but we do not guarantee uninterrupted or error-free availability. Planned maintenance, technical faults, provider outages, connectivity failures, security events, product changes, or events outside our reasonable control can interrupt a feature. We may alter, withdraw, or discontinue a feature after considering user safety, legal obligations, operational feasibility, and product needs.

1.20.4 Information integrity and operational changes

We may correct, update, remove, or restrict information that is inaccurate, outdated, unsafe, unlawful, infringing, misleading, or operationally unsuitable. We may change a feature's eligibility, capacity, availability, workflow, or supported location. A change may affect a pending request or an availability result; if it materially affects an accepted and paid order, we will follow the applicable cancellation, refund, or re-confirmation process.

We do not undertake to review every interaction, detect every violation, retain every item permanently, or prevent every unauthorised act. You should report suspected misuse, dangerous content, privacy concerns, impersonation, payment fraud, or security issues promptly through the available report control or support@whisperhealth.com.

1.21 Electronic communications, transactions and signatures

By using the Services, creating an account, requesting a service, completing checkout, or communicating with us electronically, you agree that we may provide notices, disclosures, confirmations, invoices, policies, and other communications electronically, including in-app, by email, SMS, WhatsApp where you have provided or selected it, or through the website.

Where permitted by law, your electronic action, account authentication, checkbox acknowledgement, or other secure and verifiable method may evidence your agreement or instruction. Ghana's Electronic Transactions Act, 2008 (Act 772) applies to electronic records and transactions and recognises secure, verifiable electronic-signature methods in defined circumstances. Nothing in these Terms overrides a formality, signature, record, or consent requirement imposed by another applicable law.

You must keep the email address and telephone number associated with your account current and review electronic communications promptly. You may request a copy of a material transaction record through support, subject to identity verification and applicable retention rules.

1.22 Corrections and accuracy

The Services may contain typographical errors, technical defects, inaccurate descriptions, out-of-date content, price errors, or availability errors. We may correct, update, cancel, or remove information, an order, or an availability result where reasonably necessary, including after you submit an order request but before lawful acceptance or fulfilment.

If a correction materially affects an accepted and paid order, we will contact you using the available details and follow the approved cancellation, refund, or re-confirmation process. We will not knowingly use a correction clause to avoid a consumer right or a confirmed lawful obligation.

1.23 Fees, payments and taxes

Any fee, currency, service charge, delivery charge, discount, or payment condition will be disclosed in the relevant flow before payment is requested. You are responsible for reviewing the final amount and order details before checkout. Payment processing is handled through Paystack's hosted checkout or another clearly disclosed payment method; Whisper Health does not receive your card or Mobile Money credentials through the checkout form.

Payment is not confirmed simply because a browser redirects after checkout. A transaction is treated as successful only after the payment provider and our order records verify it. We may delay or refuse fulfilment where payment is not verified, a security concern exists, the order cannot lawfully be fulfilled, or a displayed price contains an obvious error.

1.24 Modifications and interruptions

We may change, suspend, restrict, or discontinue any part of the Services where reasonably necessary for safety, security, legal compliance, maintenance, product improvement, partner availability, or operational reasons. The Services may be interrupted by maintenance, a third-party outage, connectivity issues, a security event, or circumstances outside our reasonable control.

Where practical, we will give notice of planned material interruptions. We do not guarantee uninterrupted access, real-time response, permanent preservation of non-essential content, or universal availability. This does not remove duties that cannot lawfully be excluded.

1.25 Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Whisper Health and its personnel from a third-party claim, loss, liability, damage, cost, or expense arising from your unlawful use of the Services; material breach of these Terms; infringement of another person's rights; or content you submit in breach of section 1.12. This does not require you to indemnify us for our own negligence, wilful misconduct, or liability that applicable law does not permit us to exclude.

We will give you reasonably prompt notice of a claim where legally and practically possible, allow you a reasonable opportunity to participate in the defence, and not settle a claim that imposes a non-monetary obligation on you without your consent, unless law requires otherwise.

1.26 Limitation of liability

Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, breach of a statutory consumer right, unlawful processing of personal information, or any other liability that Ghanaian law does not allow to be excluded or limited.

Subject to that, Whisper Health is not responsible for indirect, special, incidental, punitive, or consequential loss, loss of profit, loss of opportunity, or loss caused by a third party, user error, unavailable connectivity, or a decision made in reliance on general information, except to the extent liability cannot lawfully be limited. Any monetary cap or additional limitation must be approved by Ghana-qualified counsel before it is published.

1.27 Disclaimer

To the fullest extent permitted by law, the Services are provided on an "as available" and "as is" basis. We do not promise uninterrupted operation, error-free content, universal availability, or that information supplied by a user, clinician, pharmacy, AI system, or other third party is complete or correct.

Nothing in these Terms replaces a healthcare provider's professional responsibilities or lets Whisper Health disclaim duties imposed by applicable law. The emergency, AI, consultation, pharmacy, privacy, payment, and consumer protections in these Terms remain applicable.

1.28 Dispute resolution and complaints

Please contact us first at support@whisperhealth.com with your account email or order reference, the date, a description of the issue, the outcome you seek, and relevant evidence. We will acknowledge and investigate the concern through the appropriate customer-support, privacy, payment, pharmacy-order, or safety process.

If the issue cannot be resolved directly, either party may pursue a remedy available under applicable law. Nothing in these Terms prevents you from complaining to a competent regulator, including the Ghana Data Protection Commission for a data-protection concern, or from seeking a remedy that cannot lawfully be restricted.

Business decision required: Ghana-qualified counsel must approve whether an escalation, mediation, arbitration, or court process should be stated here. Do not add mandatory arbitration or a foreign forum by copying a foreign template.

1.29 Governing law and telehealth-regulatory context

These Terms are governed by the laws of Ghana, subject to mandatory consumer, health, pharmacy, professional, and data-protection rights. Where a feature involves a qualified professional, a pharmacy, a medicine, a prescription, or remote health support, that feature must be operated subject to the applicable Ghanaian laws, professional rules, licensing requirements, and regulator directions.

Whisper Health will not describe itself as licensed to provide a regulated health or pharmacy service, or as approved by a health regulator, unless that status is independently verified and expressly stated. A technology-enabled consultation or pharmacy-support feature does not remove the independent obligations of the relevant practitioner, pharmacy, or other regulated provider.

1.30 Term and termination

These Terms begin when you first use the Services and remain in effect while you have an account or continue to use a Service. You may stop using the Services at any time and may request account deletion through the privacy process, subject to lawful retention requirements.

We may suspend or terminate access where we reasonably believe there is misuse, fraud, a security risk, a violation of these Terms, a safety concern, or a legal requirement. Where practical and safe, we will explain the action and provide an appropriate route to ask for review. Termination does not remove obligations that by their nature continue, including payment, privacy, intellectual-property, dispute, and legal-compliance obligations.

1.31 Miscellaneous

These Terms and the documents they incorporate form the agreement between you and Whisper Health about the Services, except where a feature-specific agreement expressly says otherwise. If a provision is unenforceable, it will be applied to the minimum extent necessary and the remaining provisions will continue. A failure to enforce a provision is not a waiver. You may not assign your rights or obligations without our written consent; we may transfer our rights and obligations as part of a lawful business reorganisation, sale, or transfer, while continuing to protect personal information as required by law.

Headings are for convenience only. These Terms do not create a partnership, employment, agency, or joint venture relationship. Notices must be in writing unless the law permits another method. No person who is not a party has a right to enforce these Terms unless applicable law provides otherwise.

1.32 Changes to these terms

We may update these Terms when our services, legal obligations, risks, or operating practices change. The current version will display an effective date and version number. For a material change, we will take reasonable steps to give notice before it takes effect where required or reasonably practicable. Continuing to use the relevant Services after the effective date means you accept the updated terms, subject to any right you may have to stop using the Services.