

Malaysia Mental Health First Aid Website

Privacy Policy, Terms of Use & Accessibility Statement

Combined Website Legal Page

Last updated: 01 May 2026

Important: This document is drafted as website copy for a Malaysian Mental Health First Aid course website. It should be reviewed by a qualified Malaysian lawyer before publication, especially if the website collects payments, identification numbers, health-related data, accessibility requests, or participant records.

This website is operated by Malaysia Mental Health Association in connection with the Mental Health First Aid Course in Malaysia.

“**we**”, “**us**”, and “**our**” refer to Malaysia Mental Health Association and/or the operator of this website.

“**Website**” refers to this Mental Health First Aid Course website.

“**you**” and “**your**” refer to visitors, users, course participants, registrants, and any person who interacts with this Website.

“**MHFA Course**” refers to the Mental Health First Aid course, training, events, workshops, talks, or related programmes promoted or offered through this Website.

This document explains how we collect and use personal data, the terms that apply when you use this Website, and our commitment to making the Website accessible.

Contents

1. Important Mental Health Notice

Part A: Privacy Policy

Part B: Terms of Use

Part C: Accessibility Statement

Part D: General Provisions

1. Important Mental Health Notice

The content on this Website is provided for general education, course awareness, and training-related information only. It is not medical advice, psychiatric advice, psychological counselling, diagnosis, treatment, crisis intervention, or emergency support.

The Mental Health First Aid Course is designed to help participants recognise signs of mental health challenges, provide initial support, and guide people towards appropriate professional help. It does not qualify participants to diagnose, treat, counsel, or provide clinical mental health services unless they are separately licensed or qualified to do so.

If you or someone else may be in immediate danger, at risk of self-harm, at risk of harming others, or experiencing a medical or mental health emergency, please contact emergency services immediately.

In Malaysia, you may contact:

- Emergency Response Services: 999
- Talian HEAL: 15555
- Befrienders KL: 03-7627 2929
- Talian Kasih: 15999

Availability and operating hours of third-party helplines may change. Please check the relevant organisation's official channels for the latest information.

Part A: Privacy Policy

2. Our Commitment to Privacy

We respect your privacy and are committed to protecting your personal data in accordance with applicable Malaysian personal data protection laws, including the Personal Data Protection Act 2010, its subsidiary legislation, applicable standards, and any amendments or guidelines issued by the Personal Data Protection Commissioner of Malaysia.

This Privacy Policy explains what personal data we collect, why we collect it, how we use it, who we may share it with, how long we keep it, and your rights in relation to your personal data.

3. Personal Data We May Collect

3.1 Information you provide directly

This may include:

- Full name
- Email address
- Phone number
- Organisation, company, school, or institution name
- Job title or role
- Course registration details
- Billing or payment-related information
- Dietary requirements, accessibility needs, or accommodation requests
- Questions, enquiries, feedback, or messages submitted through forms
- Information submitted when registering for a course, downloading resources, subscribing to updates, or contacting us

3.2 Course-related information

If you register for or attend a course, we may collect:

- Course selected
- Attendance records
- Completion status
- Participant communications
- Certificates or completion records
- Training evaluation or feedback responses
- Administrative information needed to manage your participation

3.3 Sensitive personal data

We generally avoid collecting sensitive personal data unless it is necessary for a specific purpose.

Sensitive personal data may include information about your health, disability, medical condition, accessibility requirements, or other information that may be considered sensitive under Malaysian law.

Where we need to collect sensitive personal data, for example to provide reasonable accommodation during a course, we will only do so where necessary and with appropriate consent or as otherwise permitted by law.

Please do not submit personal health information, mental health history, diagnosis, medication information, or crisis details through this Website unless specifically requested and necessary for a relevant purpose.

3.4 Automatically collected information

When you visit the Website, we may automatically collect technical information such as:

- IP address
- Browser type and version
- Device type
- Operating system
- Pages visited
- Time spent on pages
- Referring website or campaign source
- Approximate location derived from technical data
- Cookies and similar tracking information

This helps us improve the Website, measure campaign performance, detect security issues, and understand how visitors interact with our content.

4. How We Collect Personal Data

We may collect personal data when you:

- Visit or browse the Website
- Submit an enquiry form
- Register for a Mental Health First Aid Course
- Join a waitlist
- Subscribe to email updates
- Download resources
- Contact us by email, phone, messaging platform, or social media
- Make payment or request an invoice

- Attend a course, workshop, event, or training session
- Provide feedback or complete a survey
- Interact with our advertisements or digital campaigns

We may also receive personal data from authorised third parties, such as your employer, sponsoring organisation, training coordinator, payment processor, event platform, or referral partner, where permitted by law.

5. Purposes for Processing Personal Data

5.1 Course administration

- Processing course registrations
- Confirming attendance
- Managing participant lists
- Sending course details, reminders, updates, and materials
- Issuing certificates or completion records
- Handling rescheduling, cancellations, or substitutions
- Responding to course-related enquiries

5.2 Communication

- Responding to messages, enquiries, or requests
- Providing customer or participant support
- Sending administrative notices
- Updating you about changes to courses, schedules, terms, or policies

5.3 Payment and finance

- Processing payments
- Issuing receipts, invoices, or payment confirmations
- Managing refunds, cancellations, or outstanding payments
- Keeping financial records for accounting, audit, tax, and compliance purposes

5.4 Marketing and awareness

- Sending information about MHFA courses, events, campaigns, resources, or related programmes
- Measuring the effectiveness of campaigns and advertisements
- Personalising website content or communications where appropriate
- Inviting you to future training or awareness activities

You may opt out of marketing communications at any time by using the unsubscribe link in our emails or contacting us directly.

5.5 Website improvement and analytics

- Understanding how visitors use the Website
- Improving usability, content, navigation, and performance
- Testing and optimising campaign pages
- Maintaining website security and reliability

5.6 Legal and compliance purposes

- Complying with applicable laws, regulations, guidelines, and lawful requests
- Maintaining records required for legal, audit, insurance, tax, or governance purposes
- Preventing fraud, misuse, unauthorised access, or security incidents
- Protecting our rights, property, participants, staff, trainers, and the public

6. Consent and Choice

By submitting your personal data to us, registering for a course, using this Website, or otherwise interacting with us, you consent to the collection, use, disclosure, and processing of your personal data as described in this Privacy Policy.

Where required by law, we will obtain your specific consent for certain processing activities, including the processing of sensitive personal data or the sending of marketing communications.

You may withdraw your consent at any time by contacting us. However, withdrawal of consent may affect our ability to provide certain services to you, including processing your course registration or responding to your request.

7. Disclosure of Personal Data

We may disclose your personal data to the following parties where necessary for the purposes described in this Privacy Policy:

- Our staff, officers, trainers, instructors, volunteers, or authorised representatives
- Course administrators or training partners
- Payment processors, banks, or financial service providers
- IT, website hosting, analytics, email, CRM, and cloud service providers
- Event management or learning management platforms
- Professional advisers, including auditors, lawyers, insurers, and accountants
- Government authorities, regulators, law enforcement agencies, or courts where required by law
- Your employer, sponsor, or organisation, where they registered you, paid for your course, or require attendance confirmation
- Any other third party where you have given consent or where disclosure is permitted or required by law

We do not sell your personal data.

8. Cookies and Similar Technologies

This Website may use cookies, pixels, tags, analytics tools, and similar technologies to:

- Enable website functionality
- Remember preferences
- Analyse website traffic and behaviour
- Improve user experience
- Measure marketing and advertising performance
- Support remarketing or campaign optimisation

You may adjust your browser settings to block or delete cookies. Some parts of the Website may not function properly if cookies are disabled.

Where required, we will provide cookie notices or obtain consent for non-essential cookies.

9. Third-Party Websites and Services

This Website may contain links to third-party websites, platforms, payment gateways, social media pages, embedded content, maps, videos, or external resources.

We are not responsible for the privacy practices, terms, accessibility, content, security, or accuracy of third-party websites or services. You should review the relevant third party's privacy policy and terms before using their services.

10. Cross-Border Transfers

Some of our service providers, platforms, or systems may process or store personal data outside Malaysia.

Where personal data is transferred outside Malaysia, we will take reasonable steps to ensure that the transfer is carried out in accordance with applicable Malaysian personal data protection laws and that appropriate safeguards are in place.

These safeguards may include contractual obligations, security measures, and verification that the receiving jurisdiction or service provider provides an adequate level of protection.

11. Data Security

We take reasonable technical, organisational, and administrative measures to protect personal data from loss, misuse, unauthorised access, unauthorised disclosure, alteration, or destruction.

These measures may include:

- Access controls
- Password protection
- Secure hosting arrangements
- Encryption where appropriate
- Staff or vendor confidentiality obligations
- Data minimisation
- System monitoring
- Secure deletion or disposal processes
- Internal data handling procedures

However, no internet transmission or electronic storage system is completely secure. You are responsible for keeping your own devices, accounts, passwords, and email access secure.

12. Data Retention

We will keep your personal data only for as long as necessary to fulfil the purposes for which it was collected, including legal, accounting, audit, training, certification, insurance, reporting, and compliance purposes.

When personal data is no longer required, we will take reasonable steps to securely delete, anonymise, or dispose of it.

Retention periods may vary depending on the type of data and the purpose for which it is held. For example, course attendance and certification records may need to be retained for a longer period than general website enquiry records.

13. Accuracy of Personal Data

We take reasonable steps to ensure that the personal data we hold is accurate, complete, not misleading, and kept up to date where necessary.

You are responsible for ensuring that the information you provide to us is accurate and current. Please notify us if your personal data changes.

14. Your Rights

Subject to applicable law, you may have the right to:

- Request access to your personal data
- Request correction of inaccurate, incomplete, or outdated personal data
- Withdraw consent for certain processing activities
- Object to or limit certain uses of your personal data
- Request information about how your personal data has been processed
- Request data portability where applicable and technically feasible
- Opt out of marketing communications
- Make a complaint regarding the processing of your personal data

To exercise your rights, please contact us using the contact details below.

We may need to verify your identity before processing your request. We may also decline a request where permitted by law, for example where disclosure would affect the rights of others or where retention is required by law.

15. Data Breach Notification

If we become aware of a personal data breach, we will assess the incident and take appropriate steps to contain, investigate, and remediate it.

Where required by Malaysian law, we will notify the relevant authorities and/or affected individuals.

16. Data Protection Contact

For privacy-related enquiries, requests, or complaints, please contact:

Malaysia Mental Health Association

Address:

KL Address: TTDI Plaza, Block A, Unit 2-8, Jalan Wan Kadir 3, Taman Tun Dr. Ismail, 60000 K. Lumpur

PJ Address: No. 8, Jalan 4/33, Off Jalan Othman, 46050 Petaling Jaya

Email: admin@mhfa.org.my; admin@mmha.org.my

Tel: +603-2780 6083(KL); +603-7772 2899 (PJ)

Data Protection Contact / Data Protection Officer: Programme Director, MHFA Malaysia

Part B: Terms of Use

17. Acceptance of Terms

By accessing or using this Website, you agree to be bound by these Terms of Use. If you do not agree with these Terms, please do not use the Website.

We may update these Terms from time to time. Continued use of the Website after changes are posted means you accept the updated Terms.

18. Website Content

The Website provides information about Mental Health First Aid training, mental health awareness, course registration, events, resources, and related programmes.

We aim to keep the Website accurate and up to date, but we do not guarantee that all information is complete, current, uninterrupted, error-free, or suitable for your specific circumstances.

Course details, fees, schedules, trainers, venues, formats, availability, and content may change without prior notice.

19. No Medical or Professional Advice

The content on this Website is for general education and awareness only.

Nothing on this Website should be treated as medical advice, psychiatric advice, psychological advice, counselling, therapy, diagnosis, treatment, legal advice, or professional advice.

You should seek advice from an appropriately qualified professional for specific medical, mental health, psychological, legal, or professional concerns.

20. Course Registration

When you register for a course, you agree to provide accurate, complete, and current information.

We reserve the right to reject, cancel, or reschedule a registration where:

- Required information is incomplete or inaccurate
- Payment is not completed
- The course is full
- The participant does not meet course requirements
- The course is postponed, cancelled, or rescheduled
- There is suspected misuse, fraud, or breach of these Terms
- We are unable to safely or appropriately accommodate the registration

Your place in a course may only be confirmed after we receive all required information and, where applicable, payment.

21. Fees, Payment, Cancellation, and Refunds

Course fees, payment methods, cancellation terms, refund policies, substitution rules, and rescheduling terms will be stated on the relevant course page, registration form, quotation, invoice, or confirmation email.

Unless otherwise stated:

- Payment must be made by the due date provided
- Failure to make payment may result in cancellation of registration
- Requests for cancellation, refund, or rescheduling must be made in writing
- Refunds, if any, may be subject to administrative fees, third-party payment charges, or course-specific conditions
- We may reschedule or cancel a course due to low enrolment, trainer availability, venue issues, public health concerns, safety issues, technical problems, or other circumstances beyond our reasonable control

If we cancel a course, we will usually offer a rescheduled date, alternative course, credit, or refund, depending on the circumstances.

22. Participant Conduct

Participants are expected to behave respectfully during courses, events, workshops, and related interactions.

You agree not to:

- Harass, threaten, abuse, discriminate against, or intimidate others
- Share offensive, harmful, defamatory, unlawful, or disruptive content
- Record, copy, distribute, or publish course content without permission
- Misrepresent your identity, qualifications, or affiliation
- Use the course or Website for unlawful, misleading, or unauthorised purposes
- Disrupt the learning environment or prevent others from participating safely

Mental health training may involve sensitive topics. Participants should engage respectfully and maintain confidentiality where personal experiences are shared by others.

We reserve the right to remove a participant from a course or refuse future participation if their conduct is unsafe, disruptive, unlawful, or inconsistent with these Terms.

23. Intellectual Property

Unless otherwise stated, all content on this Website is owned by or licensed to us, including text, graphics, images, icons, layouts, course descriptions, videos, documents, logos, trademarks, and other materials.

You may view and use the Website for personal, educational, or informational purposes only.

You may not, without prior written permission:

- Copy, reproduce, republish, or distribute Website content
- Modify, adapt, translate, or create derivative works
- Use our name, logo, or branding in a misleading way
- Sell, license, or commercially exploit Website content
- Scrape, crawl, extract, or systematically copy Website data
- Use course materials for unauthorised training or commercial purposes

All rights not expressly granted are reserved.

24. User Submissions

If you submit enquiries, feedback, testimonials, comments, or other content to us, you confirm that your submission is accurate, lawful, and does not infringe the rights of any third party.

You grant us permission to use your submission for the purpose for which it was provided, such as responding to your enquiry, improving our services, or administering a course.

We will not publish your name, testimonial, photo, or identifiable feedback for marketing purposes without your permission.

25. Prohibited Use

You must not use this Website to:

- Violate any applicable law or regulation
- Upload or transmit harmful code, malware, spam, or unauthorised advertising
- Attempt to gain unauthorised access to our systems
- Interfere with the security or operation of the Website
- Collect personal data about others without permission
- Impersonate another person or organisation
- Submit false, misleading, defamatory, abusive, obscene, discriminatory, or unlawful content
- Use the Website in a way that may harm our reputation, users, participants, trainers, partners, or the public

26. Third-Party Links

The Website may include links to third-party websites or resources. These links are provided for convenience only.

We do not control and are not responsible for third-party websites, including their content, privacy practices, accessibility, accuracy, availability, or security.

Accessing third-party links is at your own risk.

27. Website Availability

We may update, modify, suspend, or discontinue the Website or any part of it at any time without notice.

We do not guarantee that the Website will always be available, uninterrupted, secure, or error-free.

We are not responsible for any loss or damage caused by technical issues, service interruptions, cyberattacks, viruses, unauthorised access, data loss, or circumstances beyond our reasonable control.

28. Limitation of Liability

To the fullest extent permitted by law, we are not liable for any direct, indirect, incidental, consequential, special, punitive, or other losses arising from:

- Your use of or inability to use the Website
- Reliance on Website content
- Course schedule changes, cancellations, or availability issues
- Third-party websites or services
- Technical failures, interruptions, viruses, or security incidents
- Unauthorised use of your account, device, email, or information
- Any action taken based on general educational content on the Website

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Malaysian law.

29. Indemnity

You agree to indemnify and hold us harmless from any claims, losses, liabilities, damages, costs, or expenses arising from your breach of these Terms, misuse of the Website, violation of law, or infringement of any third-party rights.

30. Governing Law and Jurisdiction

These Terms are governed by the laws of Malaysia.

Any dispute arising from or relating to this Website, these Terms, or your use of the Website shall be subject to the jurisdiction of the courts of Malaysia, unless otherwise required by applicable law.

Part C: Accessibility Statement

31. Our Accessibility Commitment

We are committed to making this Website accessible and usable for as many people as possible, including people with disabilities and people using assistive technologies.

Mental health education should be accessible, inclusive, and respectful. We aim to provide a Website experience that supports users with different visual, auditory, physical, cognitive, language, learning, and neurological needs.

32. Accessibility Standard

We aim to align this Website with the Web Content Accessibility Guidelines WCAG 2.2 Level AA, where reasonably achievable.

This means we work towards making the Website:

- Perceivable: content can be perceived in different ways
- Operable: functionality can be used by keyboard and assistive technologies
- Understandable: information and interactions are clear
- Robust: content works with current and future user tools, including assistive technologies

33. Accessibility Features We Aim to Support

We aim to provide:

- Clear page structure and headings
- Readable text and sufficient colour contrast
- Keyboard-accessible navigation
- Alternative text for meaningful images
- Descriptive links and buttons
- Responsive layouts for mobile, tablet, and desktop
- Forms with clear labels and instructions
- Error messages that help users correct mistakes
- Consistent navigation and page structure
- Content written in plain, understandable language where appropriate
- Avoidance of unnecessary flashing, animation, or distracting motion
- Compatibility with common screen readers and assistive technologies where reasonably possible

34. Known Limitations

Despite our efforts, some parts of the Website may not yet be fully accessible. These may include:

- Older PDF documents or downloadable files
- Third-party embedded content
- Third-party payment gateways, maps, videos, or forms
- User-generated or externally supplied materials
- Some legacy images, charts, or infographics
- Content produced before accessibility improvements were implemented

We are working to improve accessibility over time.

35. Alternative Access

If you are unable to access any content, form, document, or function on this Website, please contact us. We will try to provide the information in an alternative format or assist you through another channel where reasonably possible.

Examples of alternative support may include:

- Email assistance
- Phone assistance
- Plain text information
- Accessible document formats
- Manual registration support
- Reasonable course accommodation where available

36. Accessibility Requests and Feedback

We welcome feedback on the accessibility of this Website.

Please contact us if you:

- Experience difficulty using the Website
- Need information in another format
- Require assistance registering for a course
- Need accessibility accommodation for a course
- Notice an accessibility issue we should fix

Accessibility Contact

Malaysia Mental Health Association

Address:

KL Address: TTDI Plaza, Block A, Unit 2-8, Jalan Wan Kadir 3, Taman Tun Dr. Ismail, 60000 K. Lumpur

PJ Address: No. 8, Jalan 4/33, Off Jalan Othman, 46050 Petaling Jaya

Email: admin@mhfa.org.my, admin@mmha.org.my

Tel: +603-2780 6083 (KL); +603-7772 2899 (PJ)

When contacting us, please include:

- The page URL or content you had difficulty accessing
- A description of the issue
- The device, browser, or assistive technology you used, if relevant

- Your preferred contact method

We will aim to respond within a reasonable timeframe.

Part D: General Provisions

37. Changes to This Document

We may update this Privacy Policy, Terms of Use, and Accessibility Statement from time to time.

The updated version will be posted on this Website with a revised “Last updated” date. We encourage you to review this page periodically.

38. Contact Us

For questions about this document, the Website, course registration, privacy, terms, or accessibility, please contact:

Malaysia Mental Health Association

Address: [Insert Address]

Email: [Insert General Email Address]

Phone: [Insert Phone Number]

Website: [Insert Website URL]

Recommended Footer Label

Privacy, Terms & Accessibility

This is clearer than forcing three separate footer links if you prefer one combined document.

Drafting note: Replace all bracketed placeholders before publication. Consider having counsel confirm PDPA wording, refund terms, data retention periods, cross-border transfer wording, and any course-specific liability language.