

## **M-TIBA TERMS & CONDITONS FOR THE MOTHER JOURNEY PROGRAM**

You have been invited to join and to participate in the MOTHER JOURNEY PROGRAM (“MOTHER JOURNEY”), which aims to enhance maternal care. As part of your participation, you will make use of M-TIBA. The following Terms & Conditions apply to MOTHER JOURNEY and by consenting to these terms & conditions you are deemed to have read, understood and accepted them in full. Please be informed that these terms and conditions contain important information about the use of your personal data, and that by accepting these terms & conditions you express your consent.

### **1 DEFINITIONS AND INTERPRETATION**

- 1.2 “MOTHER JOURNEY Account” or “M-TIBA Account”: a virtual account that you have on the M-TIBA platform offered by CAREPAY.
- 1.3 “CAREPAY”: a corporation duly organized under the laws of Kenya, having its registered office at 41 Kabarsiran Avenue, Muthangari, Nairobi, Kenya. CAREPAY is the administrator of the M-TIBA mobile platform and offers You the M-TIBA Account and M-TIBA Service.
- 1.4 “M-TIBA Service”: a service that aims to give Kenyans access to healthcare through a platform that allows users to save, remit and collect funds, insure and pay for healthcare using their mobile phones at designated health clinics and hospitals. MTIBA Service is an access service provided by CAREPAY, not a financial service. CAREPAY manages the MOTHER JOURNEY Account on M-TIBA. UAP provides the insurance and financial service under M-TIBA as the regulated financial service provider regulated by Insurance Regulatory Authority (IRA-Kenya).
- 1.5 “PHARMACCESS”: Stichting PharmAccess International, a foundation organized and existing under the laws of Netherlands, having its principal place of business at Paasheuvelweg 25, 1105 BP Amsterdam, the Netherlands, and its affiliated organization PharmAccess Foundation based in Nairobi, Kenya, both dedicated to improve access to healthcare in Africa.
- 1.6 “GREENMASH”: A data and survey platform, that is being used in the project to collect baseline information of the beneficiaries and to send surveys through SMS
- 1.7 “Patient Journey App”, providing an outline of the maternity journey according to Kenya National guidelines for Obstetrics and Immunization and WHO guidelines which allows the health facility practitioner to follow and keep track of your patient journey.
- 1.8 “Med 360”: a health medical information system used at the Ruaraka Uhai Neema Hospital that collect patients’ medical and billing data.
- 1.9 “You”, “Your”, the “Customer”: is the customer signing up for MOTHER JOURNEY and accepting these Terms & Conditions.
- 1.10 M-PESA: is the mobile money platform operated by SAFARICOM.
- 1.11 Participating Facilities: healthcare providers where you are offered care which participate in the MOTHER JOURNEY, which are Mwangaza Ulio na Tumaini Clinic, Redeemed Gospel Church Health Center, Ruaraka Uhai Neema Hospital, Jahmii Kipawa and Brother Andre Medical Center.
- 1.12 REGULATED FINANCIAL SERVICES ENTITY: A financial institution regulated by the Capital Markets Authority, Central Bank of Kenya or Insurance Regulatory Authority, which is authorized to collect, hold and manage your funds in M-TIBA on your behalf.
- 1.13 SAFARICOM: Safaricom Ltd. is the licensed provider of the Subscriber Identification Module (SIM) Cards which you use to access the Service, and the operator of the M-PESA mobile money platform.
- 1.14 Parties involved: PHARMACCESS, CAREPAY, GREENMASH, Med360, Participating Facilities and YOU.

## **2 DESCRIPTION OF MOTHER JOURNEY**

- 2.1 MOTHER JOURNEY is a benefit program provided by the PHARMACCESS whereas specific parts of the program are serviced by CAREPAY, GREENMASH, Med360 (hereinafter jointly: “the Program Partners”).
- 2.2 The core intervention of the MOTHER JOURNEY is to monitor the provided care to You through data on tools provided by the Program Partners.
- 2.3 Once enrolled into MOTHER JOURNEY, You are able to access specified maternal healthcare services at the Participating Facilities.
- 2.4 MOTHER JOURNEY allows customers to be enrolled into the “MOTHER JOURNEY Account” that entitles You to the following free maternal and newborn health services:
  - 4 Antenatal care consultations (based on term pregnancy and medical status)
  - An antenatal care profile including laboratory tests
  - 1 ultrasound scan
  - Iron and folate supplements during pregnancy
  - Treatment of three common pregnancy related illness that is; hypertension, low hb and urinary tract infection.
  - Normal and complicated delivery (including caesarian section)
  - Treatment of complications in Antenatal care and during delivery
  - 1 ambulance trip in case of a maternity referral case.
  - 2 post-natal care consultation.
  - Immunization for the newborn until 14th week after normal delivery. This will be according to the Kenya expanded programme on immunization (KEPI)

## **3 ELIGIBILITY**

To participate in MOTHER JOURNEY You must meet the following conditions:

- 3.1 You must be pregnant
- 3.2 You must be a major person of minimum of 18 years of age with full legal capacity
- 3.3 You have a national ID (or if you do not have one, a guardian/spouse’s national ID can be used)
- 3.4 You must reside within the area of MOTHER JOURNEY’s Participating Facilities
- 3.5 You must have a registered Safaricom line (M-TIBA only works on a Safaricom line)
- 3.6 You must be registered with M-TIBA and have opted for the Mother Journey benefit

## **4 REGISTRATION/ENROLLMENT FOR MOTHER JOURNEY**

- 4.1 To register for MOTHER JOURNEY You will be given information and be registered by any of the MOTHER JOURNEY Agents. MOTHER JOURNEY Agents are contracted by PHARMACCESS.
- 4.2 Instructions on how to access M-TIBA customer support will be found on the Information, Education and Communication materials, with the certified M-TIBA Agents as well as the M-TIBA customer support center on telephone number **0800 721 253** or **0709 071 000**.

## **5 ACCESS TO HEALTHCARE**

- 5.1 Your MOTHER JOURNEY Account can only be used at the Participating Facilities as specified in clause 1.12 of these Terms and Conditions which have been contracted for MOTHER JOURNEY.
- 5.2 It is only possible for the MOTHER JOURNEY beneficiary to add your newborn child as a dependent to your MOTHER JOURNEY Account after delivery.

5.3 You shall be liable to pay any excess amount incurred outside the specified MOTHER JOURNEY benefits and such excesses shall be paid by you directly to the service providers.

## **6 DATA PROCESSING PROTECTION AND PRIVACY**

6.1 When You use M-TIBA and the services hereunder, you trust CAREPAY with your personal information. CAREPAY recognizes the importance of protecting the privacy and confidentiality of such personal information and included this section to inform You how CAREPAY processes your personal information.

### Registration data

6.2 To create an M-TIBA account you need to provide data including name, date of birth, gender, mobile number, National ID number and password. If you have dependents on your account you will also need to provide their names and dates of birth. This is to ensure that CAREPAY has sufficient information to undertake its duties within this contract, and to fulfil its KYC responsibilities.

### Additional data

6.3 CAREPAY collects data on savings, loans and financial transactions undertaken through the M-TIBA platform, in order to fulfil its role in the management of financial transactions. CAREPAY also collects data on diagnoses made healthcare providers and billed items through the M-TIBA platform in order to undertake the claims management role offered by the M-TIBA platform. CAREPAY further collects feedback provided to customer surveys in order to improve services that its customers receive.

### Use of data

6.4 By using M-TIBA You must be aware that CAREPAY collects, uses and shares (in accordance with this section) your personal information to register You for M-TIBA and provide You with (and improve) the services hereunder and related hereto including administration of the account, customer support, customer communication, access to healthcare services, and managing and processing healthcare claims and payment thereof.

6.5 When Participating in MOTHER JOURNEY the personal data you provide in the process of the Program will be controlled, processed and shared by and between the Program Partners and Participating Facilities.

6.6 The personal data collected in the Tools are only accessible to the Participating Facilities and Program Partners. The data is only used for the Program and accessible to persons that need to have access to implement the Program and provide you with the services under the Program.

### CAREPAY messages

6.7 By making use of M-TIBA, you are aware that CAREPAY sends you communication messages using SMS, telephone, email and other means to inform You regularly on other products and services offered by CAREPAY and CAREPAY's partners including but not limited to promotions, vouchers, participation in surveys such as customer satisfaction surveys and other services for example subscription to healthcare applications. Participation or subscription to the aforementioned products and services shall be on a voluntary basis and subject to separate terms and condition.. You reserve the right to opt-out of CAREPAY's commercial communication messages. To opt out dial \*253#on your USSD menu go to settings and select the SMS opt out option or you can call the customer support center on telephone number 0800 721 253 or 0709 071 000.

### Data sharing beyond MOTHER JOURNEY

6.8 CAREPAY shall not share your personal information without your consent to third parties or unauthorized persons, except as provided in this section of the Terms and Conditions, to act on your

behalf or request, as required by law or when necessary for operation of M-TIBA and fulfilment of the services hereunder or related hereto. For certain services CAREPAY may be required to use third party services. CAREPAY shall remain responsible for the protection of your personal information and shall take every step to ensure your privacy

- 6.9 CAREPAY may share dependent's information with the principal member (being the person named as the main applicant on the application for membership), only in relation to the costs of treatment and services received, claims paid, and the amount of any deductible used. CAREPAY will not share dependent's information regarding medical diagnoses, medical treatment and services received or any medical history unless specifically requested by the dependent.

#### Data retention

- 6.10 CAREPAY may retain your personal data for a period of up to seven (7) years or as may be required by any law or regulation. To request your personal data to be deleted you can call the customer support center on telephone number 0800 721 253 or 0709 071 000.

#### Research

- 6.11 CAREPAY and the Program Parties retain the right to pursue legitimate interests by processing and sharing irreversible anonymized data and results with various partners and stakeholders. This includes carrying out, or having third parties carry out, statistical analyses to support CAREPAY operating M-TIBA and carrying out the services and for the benefit of improving access to healthcare and to evaluate and improve the quality of healthcare services offered by healthcare providers and/or any other service necessary to provide you with the services under M-TIBA.

#### Other data provisions

- 6.12 CAREPAY may publicly share non-personal (anonymized) information with its partners or relevant stakeholders, including but not limited to the Government of Kenya, the Regulated Financial Services Entity and the program SPONSOR. For example, shared non-personal information on the use of the M-TIBA, the medical services that were paid for through M-TIBA, to improve the services under MTIBA and for statistical analyses and research purposes.
- 6.13 CAREPAY adopted various safeguards to protect unauthorized access to your personal information and to ensure the confidentiality of your personal information. Access to your personal information is restricted on a need-to-know basis and under strict obligations of confidentiality.

#### Your rights

- 6.14 You may withdraw your consent to any of the above processing acts and/or purposes at any time by contacting the M-TIBA customer support center on telephone number 0800 721 253 or 0709 071 000.
- 6.15 To update personal data that we process about you, to receive a free of charge excerpt of personal data that we process about you, please also get in touch with us by contacting the MTIBA customer support center on telephone number 0800 721 253 or 0709 071 000.

## **7 LIMITATION AND EXCLUSION OF LIABILITY**

- 7.1 Although the participating facilities, CAREPAY and all Program Partners will have taken all reasonable precautions to ensure that the information provided to You on MTIBA is accurate and that you suffer no loss or damage as a result of the use of the MTIBA, by using MTIBA You agree that Your use is entirely at Your own risk and You assume full responsibility for any risk of loss or damage arising from the use of MTIBA with the exclusion of any willful and gross negligence by the here participating facilities and CAREPAY or their officers, employees, subcontractors or agents.
- 7.2 You are responsible for the correctness of the data in your MTIBA account.
- 7.3 By using the Service, you hereby acknowledge that you have registered for the M-TIBA service voluntarily and without any coercion and have no legal rights against CAREPAY, for the use of the Service.

- 7.4 You agree that the Participating Facilities and their officers, employees, agents and partners will not be liable for any loss or damage arising from:
- 7.4.1 Any major force events or other circumstances outside the control or knowledge of the Participating Facilities or including industrial disputes, terrorist or enemy action, or
  - 7.4.2 Any damage to or loss of information on your mobile phone in the event that unwanted programs or material, malwares, trojans, worms or viruses are transmitted to your mobile phone using M-TIBA. It is expected that by using the M-TIBA you will take all reasonable precautions while sending and receiving data via M-TIBA.
  - 7.4.3 Any losses incurred due to any inaccurate content, loss or unavailability of data or lack of access to the Service that is beyond the control of CAREPAY.
  - 7.4.4 Any content on a third-party or online partner site or service.
- 7.5 CAREPAY disclaims liability from the fraudulent actions of any third parties including but not limited to any mobile money platform operators or related parties.
- 7.6 CAREPAY disclaims liability arising from any mistreatment, malpractices or wrongful actions of any of the contracted healthcare providers in the line of providing health services.

## **8 TERMINATION OF THE MTIBA SERVICE**

- 8.1 Either party may terminate enrollment to MOTHER JOURNEY at any moment in time as follows:
- 8.1.1 The participating facilities or CAREPAY can do this by sending an SMS from sender ID "MTIBA" to Your registered SAFARICOM telephone number
  - 8.1.2 You can terminate this Agreement by calling the customer support center on telephone number 0800 721 253/ 0709 071 000 or by dialing \*253#, Selecting MOTHER JOURNEY Account on M-TIBA and the option to quit program.
- 8.2 In case of termination, all remaining benefits in Your MOTHER JOURNEY Account will be reverted to PHARMACCESS and you will no longer make use of free maternity and newborn healthcare services at the designated healthcare providers as specified in clause 2.4 of these Terms and Conditions

## **9 DISPUTE RESOLUTION AND JURISDICTION**

- 9.1 You may contact the MTIBA customer support center on telephone number 0800 721 253 to report any disputes or claims and raise any queries regarding MTIBA during the period of MOTHER JOURNEY.
- 9.2 All disputes arising from MOTHER JOURNEY or these Terms & Conditions will be addressed by way of amicable discussions between the parties.
- 9.3 If an amicable resolution of the dispute or claim fails for a period longer than 14 days from the date the dispute or claim first arose, the dispute may be resolved by an arbitrator agreed on by both parties and in default of such agreement by an arbitrator appointed by the Chairman of the Kenya Chapter of the Chartered Institute of Arbitrators on the application of either party. Such arbitration shall be conducted in Nairobi in accordance with the Arbitration Act 1995 or any re-enactment thereof.
- 9.4 To the extent permissible by law the determination of the arbitrators shall be final conclusive and binding upon the parties hereto.
- 9.5 These Terms & Conditions and the use of the service shall be governed by the Laws of Kenya.

## **10 CHANGES TO MOTHER JOURNEY AND THESE TERMS AND CONDITIONS**

- 10.1 Notwithstanding any other provision of these Terms and Conditions, PHARMACCESS and its principals reserve the right to change, suspend, remove, or disable access to any products, content, or other materials comprising a part of MOTHER JOURNEY at any time without notice. PHARMACCESS foundation may also impose limits on the use of or access to certain features or portions of MOTHER JOURNEY, in any case and without notice or liability.

10.2 PHARMACCESS and CAREPAY reserve the right at any time to modify these Terms and Conditions and to impose new or additional terms or conditions on MOTHER JOURNEY. Such modifications and additional terms and conditions will be notified to You. Your continued registration to MOTHER JOURNEY will be deemed acceptance thereof.

## **11 YOUR ACCOUNT AND ACCOUNT INFORMATION**

11.1 Do not reveal your MOTHER JOURNEY Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your MOTHER JOURNEY Account, and for all activities that occur on or through your MOTHER JOURNEY Account, and you agree to immediately notify CAREPAY of any security breach of your Account. PHARMACCESS shall not be responsible for any losses arising out of the unauthorized use of your Account.

11.2 Unless specifically mentioned otherwise, information about programs, promotions, bonus schemes and benefits can be found in the specific terms & conditions of the respective program, promotion, bonus scheme or benefit. Information in the USSD menu or on the mobile application are not legally binding and only provide a summarized version of the terms & conditions of the respective program, bonus or benefit.

## **12 MISCELLANEOUS**

12.1 These Terms and Conditions supersede any prior agreements between you and CAREPAY.

12.2 You also may be subject to additional terms and conditions that may apply when you use affiliate services or third-party content.

12.3 If any part of these Terms and Conditions are held invalid or unenforceable, that relevant portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention set out in these Terms and Conditions.