

GENERAL TERMS & CONDITONS FOR THE GERTRUDE’S SMILES PROGRAM

The following Terms & Conditions apply to the GERTRUDE’S SMILES PROGRAM (“SMILES”) and by enrolling for the services you are deemed to have read, understood and accepted these Terms & Conditions.

1. DEFINITIONS AND INTERPRETATION

- 1.1. SMILES Account: A SMILES account is a virtual account that you have on the MTIBA platform.
- 1.2. “You”, “Your”, the “Customer”: is the customer signing up for SMILES, and accepting these Terms & Conditions.
- 1.3. Parties involved: GERTRUDE’S HOSPITAL FOUNDATION, CAREPAY and YOU

2. DESCRIPTION OF MTIBA

- 2.1. MTIBA is a service that aims to give Kenyans access to healthcare through a designated platform that permits payment for healthcare using their mobile phones at designated healthcare clinics and hospitals. MTIBA is an access service provided by CAREPAY, not a financial service. CAREPAY manages the SMILES Account on MTIBA.

3. DESCRIPTION OF SMILES

- 3.1. SMILES is an outreach program provided by the GERTRUDE’S HOSPITAL FOUNDATION.
- 3.2. SMILES allows Customers to be enrolled into the “SMILES Account” that entitles the Customer to free healthcare services (both preventive and curative) until 31 December 2017 . The healthcare services includes consultations, diagnostic, treatment and monitoring of the pertinent medical condition according to national and best practice guidelines. Once enrolled into SMILES, customers can be able to access healthcare services at GERTRUDE’S HOSPITAL FOUNDATION’S healthcare outreach providers which are; Gertrude’s CCC Muthaiga, Gertrude’s Outreach Githogoro, Gertrude’s Outreach Mathare and Gertrude’s Mobile Clinic (Kiambiu and Kosovo). Nazareth Hospital, Jacaranda Maternity Kahawa West and St. Francis Community Hospital Kasarani will be accessed by expectant mothers who have a referral letter offered by one of the GERTRUDE’S HOSPITAL FOUNDATION’S healthcare outreach providers .
- 3.3. SMILES Agents are employees or volunteers of the GERTRUDE’S HOSPITAL FOUNDATION

4. ELIGIBILITY

- 4.1. To make enroll in SMILES You must have a mobile phone, Safaricom Simcard and an ID if you are over 18 years old and with full legal capacity and residing within the area of SMILES;

4.2. REGISTRATION/ENROLLMENT FOR SMILES

- 4.3. To register for SMILES you will be given information and be registered by any of the SMILES Agents.

5. ACCESS TO HEALTHCARE

5.1. Your SMILES Account can only be used at the designated healthcare outreach providers as specified in clause 3.2 of these Terms and Conditions which will have been contracted for SMILES.

5.2. It is possible for the SMILES Agent to add dependents to your SMILES Account which can access the SMILES Account with your permission.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1. Although GERTRUDE'S HOSPITAL FOUNDATION and CAREPAY 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 GERTRUDE'S HOSPITAL FOUNDATION and CAREPAY or their officers, employees, subcontractors or agents.

6.2. You agree that GERTRUDE'S HOSPITAL FOUNDATION and their officers, employees, agents and partners will not be liable for any loss or damage arising from:

6.2.1. Any force majeure events or other circumstances outside the control or knowledge of GERTRUDE'S HOSPITAL FOUNDATION or including industrial disputes, terrorist or enemy action, or

6.2.2. 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 the MTIBA. It is expected that by using the MTIBA you will take all reasonable precautions while sending and receiving data via MTIBA.

7. TERMINATION OF THE MTIBA SERVICE

7.1. Either party may terminate enrollment to SMILES at any moment in time as follows:

7.1.1. GERTRUDE'S HOSPITAL FOUNDATION or CAREPAY can do this by sending an SMS from sender ID "MTIBA" to Your registered SAFARICOM telephone number.

7.1.2. YOU can do this by exiting the SMILES Account on MTIBA.

7.2. In case of termination, all remaining benefits in Your SMILES Account, will be reverted to GERTRUDE'S HOSPITAL FOUNDATION and you will no longer make use of free healthcare services at the healthcare outreach providers as specified in clause 3.2 of these Terms and Conditions.

8. DISPUTE RESOLUTION AND JURISDICTION

8.1. 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 SMILES.

8.2. All disputes arising from SMILES or these Terms & Conditions will be addressed by way of amicable discussions between the parties.

9. CHANGES TO SMILES

9.1. Notwithstanding any other provision of these Terms and Conditions, GERTRUDE'S HOSPITAL FOUNDATION and its principals reserve the right to change, suspend, remove, or disable access to any products, content, or other materials comprising a part of SMILES at any time without notice. GERTRUDE'S HOSPITAL FOUNDATION may

also impose limits on the use of or access to certain features or portions of SMILES, in any case and without notice or liability.

10. CHANGES TO TERMS AND CONDITIONS

10.1 GERTRUDE'S HOSPITAL FOUNDATION and CAREPAY reserve the right at any time to modify these Terms and Conditions and to impose new or additional terms or conditions on SMILES. Such modifications and additional terms and conditions will be notified to You. Your continued registration to SMILES will be deemed acceptance thereof.

11. YOUR ACCOUNT

Don't reveal your SMILES Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your SMILES Account, and for all activities that occur on or through your SMILES Account, and you agree to immediately notify CAREPAY of any security breach of your Account. GERTRUDE'S HOSPITAL FOUNDATION shall not be responsible for any losses arising out of the unauthorized use of your Account.