

## **GENERAL TERMS & CONDITONS FOR THE AFYA GITHOGORO PROGRAM**

You have been invited to join and to participate in the Afya Githogoro Program (“AFYA GITHOGORO”), which aims to enhance access to care for patients accessing Gertrudes Githogoro Clinic. The following Terms & Conditions apply to AFYA GITHOGORO 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 and protection of your personal data, and that by accepting these terms & conditions you give explicit consent in relation to the same.

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. “GERTRUDES”: Gertrudes Hospital Foundation a charitable trust registered by the Trustees of Gertrude’s Garden, with the aim of providing quality healthcare to needy children, who are located in hard to reach areas and children’s homes in various parts of the country and established under the Laws of Kenya having its registered office address at Muthaiga Road, Nairobi, Kenya
- 1.2. “CarePay”: a corporation duly organized under the laws of Kenya, having its registered office at 41 Kabarsiran Avenue, Muthangari, P.O. Box 52887 00100, Nairobi, Kenya. CarePay is the administrator of the M-TIBA mobile platform and offers You the M-TIBA Account and M-TIBA Service.
- 1.3. “M-TIBA Account”: your personal virtual M-TIBA account, the operation whereof is facilitated by the M-TIBA mobile platform. Funds can be added to the M-TIBA Account through M-PESA.
- 1.4. “M-TIBA Service”: a service that aims to give Kenyans access to healthcare through a designated platform that permits users to save, remit and collect funds, insure and pay for healthcare using their mobile phones at designated health clinics and hospitals. M-TIBA Service is an access service provided by CarePay, not a financial service. CarePay manages the AFYA GITHOGORO 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 PharmAccess Foundation based in Nairobi, Kenya, both dedicated to improve access to healthcare in Africa.
- 1.6. “You”, “Your”, the “Participant”: is the person signing up for AFYA GITHOGORO, and accepting these Terms & Conditions.

## **2. DESCRIPTION OF AFYA GITHOGORO**

- 2.1. AFYA GITHOGORO is an outreach program provided by PharmAccess and Gertrudes, whereas specific parts of the program are serviced by CarePay(hereinafter jointly: “the Program Partners”).
- 2.2. To be eligible for participation in AFYA GITHOGORO, you must be eligible for use of the M-TIBA Service as specified in the M-TIBA Terms and Conditions included below (and on the website <http://m-tiba.co.ke>). By participating in AFYA GITHOGORO, you must also accept the M-TIBA Terms and Conditions.
- 2.3. AFYA GITHOGORO allows Participants to be enrolled into a specific benefit into their M-TIBA Account, the “Afy Githogoro Account”, that entitles the Participant for partial funds for payment of consultations, tests and selected drugs at Gertrudes Githogoro Outreach Facility. This program will run for a duration of twelve months from the start of Your participation, with the possibility of extension for 1 year subject to possible funding. The healthcare services include consultations, diagnostic, treatment and monitoring of the pertinent medical condition according to national and best practice guidelines. Once enrolled into AFYA GITHOGORO, customers can access healthcare services at Gertrudes Githogoro Outreach Clinic.
- 2.4. To register for AFYA GITHOGORO you will be given information and be registered by one of the Agents domiciled at Gertrudes Githogoro Outreach Clinic. AFYA GITHOGORO Agents are employees or volunteers of PharmAccess or Gertrudes.

## **3. ACCESS TO HEALTHCARE UNDER AFYA GITHOGORO**

- 3.1. Your AFYA GITHOGORO Account can only be used at Gertrudes Githogoro Outreach Clinic which has been contracted for AFYA GITHOGORO, as specified in clause 2.3 of these Terms and Conditions.
- 3.2. It is possible for the AFYA GITHOGORO Agent to add dependents to your AFYA GITHOGORO Account. AFYA GITHOGORO account can be used by You and your dependents.

## **4. DATA PROCESSING PROTECTION AND PRIVACY**

- 4.1. When Participating in AFYA GITHOGORO you agree that the personal data you provide in the process of the Program will be collected, used, and shared by and between the Program Partners.
- 4.2. The personal data and medical information captured during the Program is used to communicate with you, to offer the services in the Program including the use of the M-TIBA Service to learn about the impact of the Program and to conduct further research.
- 4.3. The legal basis for the collection, use and sharing of your personal data follows on the legal basis of the contractual relationship you enter into as a user of M-TIBA and the consent given by you by accepting these AFYA GITHOGORO Terms & Conditions.
- 4.4. PharmAccess shall contact you from time to time to discuss and understand the level of satisfaction on the services received.

- 4.5. 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. To update personal data that we process about you, to receive a free of charge excerpt of personal data that we process about you or to update personal data that we process about you, please also get in touch with us by contacting the M-TIBA customer support center on telephone number 0800 721 253 or 0709 071 000.

## **5. DURATION AND TERMINATION OF THE SERVICE**

- 5.1. This program will run for a duration of twelve months from the start of Your participation, with the possibility of extension for 1 year subject to possible funding.
- 5.2. Parties may terminate enrollment to AFYA GITHOGORO at any moment in time as follows:
- 5.3. PharmAccess or CarePay can do this by sending an SMS from sender ID “M-TIBA” to Your registered SAFARICOM telephone number.
- 5.4. YOU can do this by exiting the AFYA GITHOGORO Account on M-TIBA.
- 5.5. In case of termination, you will no longer make use of discounted healthcare services at the healthcare providers as specified in clause 2.3 of these Terms and Conditions.

## **6. LIMITATION AND EXCLUSION OF LIABILITY**

- 6.1. Although the Program Partners take all reasonable precautions to ensure that the information provided to you is accurate and that you suffer no loss or damage as a result of your participation in AFYA GITHOGORO, by participating you agree that your use of the Services and information provided to you in the Program is entirely at your own risk and you assume full responsibility for any risk of loss or damage arising therefrom with the exclusion of any willful and gross negligence by the Program Partners. You are responsible for the correctness of the data and information you provide.
- 6.2. You agree that the Program Partners 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 the Program Partners, including industrial disputes, terrorist or enemy action, or war.
  - 6.2.2. 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 the Program Partners.
  - 6.2.3. Any personal data content on a third-party or online partner site or service.
- 6.3. You understand and accept that the Program Partners are not medical service providers, and that your treatment, including – but not limited to - screening, consultations, tests and drugs prescription, shall be governed completely by your relationship with the healthcare facilities and medical practitioner(s) involved in your treatment.

## **7. DISPUTE RESOLUTION AND JURISDICTION**

- 7.1. These Terms & Conditions and the use of the service shall be governed by the Laws of Kenya.
- 7.2. All disputes arising from these Terms & Conditions will be addressed by way of amicable discussions between the parties. 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 the disputing 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. To the extent permissible by law the determination of the arbitrators shall be final conclusive and binding upon the parties hereto.

## **8. ELECTRONIC CONTRACTING**

Your use of the AFYA GITHOGORO Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into, including notices of cancellation, policies, contracts, and applications.

## **9 MISCELLANEOUS**

- 8.1. These AFYA GITHOGORO Terms and Conditions constitute informed consent given by you and constitute an agreement between You and Program Partners. If any part of this consent and/or Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of Administrator and the remaining portions shall remain in full force and effect. For the avoidance of doubt your registration to M-TIBA shall be governed by the General Terms & Conditions M-TIBA.
- 8.2. Administrator reserves the right at any time to modify these AFYA GITHOGORO Terms and Conditions and to impose new or additional terms or conditions on the AFYA GITHOGORO program. Such modifications and additional terms and conditions will be notified to You. Your continued participation will be deemed acceptance thereof.