

## **MARWA SOLIDARY HEALTH COVER**

The following terms and conditions apply to the MARWA SOLIDARY HEALTH COVER and by enrolling to the program you are deemed to have read, understood, and accepted these terms and conditions (“MARWA SOLIDARY HEALTH COVER Terms & Conditions”). 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**

- 1.1. Administrator: The Kisumu County Government entity administrating the MARWA SOLIDARY HEALTH COVER and party to these terms and conditions.
- 1.2. MARWA SOLIDARY HEALTH COVER is a healthcare scheme facilitated through a partnership between KISUMU county government as the administrator, Pharm Access as Sponsor and NHIF as Insurer.
- 1.3. Beneficiary: A Participant who has been registered for the NHIF Supa Cover, the NHIF Supa Cover Premium of which cover is paid.
- 1.4. Dependent: any person who has been declared by the Participant as a beneficiary under the MARWA SOLIDARY HEALTH COVER as per the NHIF Act of 1998 (revised in 2014). A Dependent can be a child of a Participant or the declared spouse of a Participant.
- 1.5. Insurer: The NHIF entity providing the medical insurance cover for the MARWA SOLIDARY HEALTH COVER being the NHIF Supa Cover as offered by the NHIF (on which the NHIF Act No 9 1998 applies) and partner in the KISUMU NHIF PROGRAM.
- 1.6. M-TIBA Platform: A mobile payment platform that permits savings and payments by users for medical treatment and medication at designated healthcare providers through an M-TIBA Account (a digital health wallet) linked to the mobile phone of users.
- 1.7. NHIF: The National Hospital Insurance Fund in Kenya providing medical insurance cover as governed by the NHIF Act No 9 1998.
- 1.8. NHIF Supa Cover: A medical insurance cover provided by the NHIF.
- 1.9. NHIF Supa Cover Premium: The amount payable to the NHIF for the NHIF Supa Cover amounting to Kshs 6000/= annually.
- 1.10. NHIF Supa Cover Terms & Conditions: the terms and conditions as agreed between the KISUMU COUNTY GOVERNMENT and the NHIF based on the NHIF Act No 9 1998.
- 1.11. Participant or You: The individual signing up for the MARWA SOLIDARY HEALTH COVER and accepting these terms and conditions.
- 1.12. KISUMU COUNTY GOVERNMENT: This is the administrative unit of the Kisumu County and the administrator of the MARWA SOLIDARY HEALTH COVER.
- 1.13. Pharm Access: Pharm Access International, a not-for-profit organization established under the laws of the Netherlands and its affiliated not-for-profit organization PharmAccess Foundation based in Nairobi, Kenya, both dedicated to improve access to healthcare in Africa.
- 1.14. Sponsor: PharmAccess, the entity providing funds – made available by donors - that allow for payment of the NHIF Supa Cover Premium or part thereof, and partner in the KISUMU NHIF PROGRAM.

### **2. THE MARWA SOLIDARY HEALTH COVER**

- 2.1 The MARWA SOLIDARY HEALTH COVER is facilitated through a partnership between Kisumu County Government as Administrator, Pharm Access as Sponsor and the NHIF as Insurer.

2.2 The MARWA SOLIDARY HEALTH COVER aims to support Participants (being indigents living in KISUMU County) to be able to access healthcare through medical insurance cover using the M-TIBA Platform. Under the MARWA SOLIDARY HEALTH COVER the Participant will make use of the following services and benefits:

- Registration to an M-TIBA Account enabling the Participant to access healthcare services at designated healthcare providers using the M-TIBA Platform and save funds towards healthcare needs and/or to save for payment of medical insurance cover on their M-TIBA Account. The use of the M-TIBA Platform is subject to the Terms of Service of the M-TIBA Platform which Participant needs to read and accept before registration for an M-TIBA Account. These are attached as an Annex and can be found at the M-TIBA website at <http://m-tiba.co.ke>.
- All Participants will receive full sponsorship of the NHIF Supa Cover Premium (6,000/= Kshs) provided by the Sponsor.

2.3 Sponsor is only obliged to pay the amounts set in clause 2.2 of these MARWA SOLIDARY HEALTH COVER Terms & Conditions based on the NHIF Supa Cover Premium amounting to Kshs 500/= per month. Any increase of the NHIF Supa Cover Premium by the NHIF shall not lead automatically to an increase in the amount payable by Sponsor for the MARWA SOLIDARY HEALTH COVER. Increase of the NHIF Supa Cover Premium by the NHIF may lead to either limited registrations or adjusted amounts payable by Sponsor of which You shall be notified.

2.4 Access to healthcare services under the MARWA SOLIDARY HEALTH COVER is on the basis of the NHIF Supa Cover as provided by the NHIF. The NHIF Supa Cover Terms & Conditions shall apply when You access healthcare services under the KISUMU NHIF PROGRAM.

2.5 With enrolment in the MARWA SOLIDARY HEALTH COVER and your M-TIBA Account You can access healthcare services covered by the NHIF Supa Cover at your selected preferred healthcare provider that is participating in the MARWA SOLIDARY HEALTH COVER PROGRAM. Your preferred healthcare provider may refer you to other participating healthcare providers if referral treatment is required by the healthcare provider. If the referral treatment falls within the NHIF Supa Cover Terms & Conditions you will be covered for this cost; if the referral treatment falls beyond the limits of the NHIF Supa Cover Terms & Conditions this may be at your own cost.

2.6 You can access healthcare services under the MARWA SOLIDARY HEALTH COVER by dialing into your M-TIBA Account through the USSD menu via \*253# on your mobile phone, select 'Option 1: Get Treatment', select clinic by entering the clinic till number, select the member to be treated and confirm to authorize the respective clinic for treating the member. You will receive a treatment confirmation text message.

### **3. ELIGIBILITY**

3.1 To participate in the MARWA SOLIDARY HEALTH COVER You must be a resident of Kisumu county above 18 years, have an ID with full legal capacity, reside within the area of the participating healthcare providers for the MARWA SOLIDARY HEALTH COVER(as made known to You by the MARWA SOLIDARY HEALTH COVER Agent) and able to provide all documents required for NHIF Supa Cover enrollment for You and your Dependents.

### **4. DURATION AND TERMINATION**

4.1 The MARWA SOLIDARY HEALTH COVER shall run from 1<sup>st</sup> OCTOBER 2020 until 30<sup>th</sup> SEPTEMBER 2021 and may be subject to changes in the program rules during that period.

- 4.2 Your NHIF Supa Cover under the first year of the MARWA SOLIDARY HEALTH COVER is effective for 12 months from the date you receive a text message on your phone with your M-TIBA Account informing You that the NHIF Supa Cover is now active.
- 4.3 You may determine to terminate your enrolment in the MARWA SOLIDARY HEALTH COVER at any time by dialing our customer support center at the toll-free telephone number 0800 721 253 or 0709 071 000.
- 4.5 Upon termination You will remain entitled to utilize the NHIF Supa Cover for the remaining months of that year of registration of the NHIF Supa Cover in your name, provided that the Sponsor has made the NHIF Supa Cover Premium payment to NHIF and provided that NHIF has processed this payment and activated your NHIF Supa Cover. After termination of enrolment under the MARWA SOLIDARY HEALTH COVER and expiration of the remaining months of the NHIF Supa Cover under the MARWA SOLIDARY HEALTH COVER PROGRAM, You can register for the NHIF Supa Cover or other medical insurance cover on your own initiative and costs or save and pay for medical services as You wish.
- 4.6 Termination of enrolment in the MARWA SOLIDARY HEALTH COVER shall not terminate your registration to the M-TIBA Platform. On the use of the M-TIBA Platform and termination of your M-TIBA Account the Terms of Service of the M-TIBA Platform shall apply, which are attached as an Annex and can be found at the M-TIBA website at <http://m-tiba.co.ke>. If You wish to terminate your M-TIBA Account, You are referred to the Terms of Service of the M-TIBA Platform. In case of any issues, you can always call the customer support center on telephone number 0800 721 253 or 0709 071 000 for any questions or action to be taken.

## **5. NHIF SUPA COVER BENEFITS**

- 5.1 The NHIF Supa Cover Terms & Conditions specify your entitlements and which medical services are covered under the NHIF Supa Cover (derived from the NHIF Act of 1998). By accepting these MARWA SOLIDARY HEALTH COVER Terms & Conditions you acknowledge to have taken notice of and accept the NHIF Supa Cover Terms & Conditions. In case of any questions with respect to your NHIF Supa Cover and the medical services which are covered hereunder you can contact the NHIF customer support on telephone number 0800 720601.

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

- 6.1. Although Administrator together with its partners will have taken all reasonable precautions to ensure that the information provided to You concerning the MARWA SOLIDARY HEALTH COVER is accurate and that you suffer no loss or damage as a result of your participation in the MARWA SOLIDARY HEALTH COVER PROGRAM, by participating in the MARWA SOLIDARY HEALTH COVER You agree that your participation is entirely at your own risk and You assume full responsibility for any risk of loss or damage arising from your participation in the MARWA SOLIDARY HEALTH COVER with the exclusion of any willful and gross negligence by Administrator and its partners.
- 6.2 You agree that Administrator and its partners in the MARWA SOLIDARY HEALTH COVER and their officers, employees, agents and partners will not be liable for any loss or damage arising from any force majeure events or other circumstances outside the control or knowledge of Administrator and its partners including but not limited war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), and civil war; permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority; mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or

usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; and acts of terrorism.

- 6.3 Administrator provides a mobile payment service and consequently cannot be held responsible for any consequences resulting from the use of other services and products provided by third parties in relation to the MARWA SOLIDARY HEALTH COVER. Therefore, in no event will Administrator be liable for any damage resulting from products or services provided by third parties in relation to the MARWA SOLIDARY HEALTH COVER and in particular the NHIF Supa Cover as provided by the NHIF, the medical services provided by the participating healthcare providers and the payment of the NHIF Supa Cover Premium by Sponsor.
- 6.4 Sponsor is responsible for payment of the NHIF Supa Cover Premium in accordance with the MARWA SOLIDARY HEALTH COVER Terms & Conditions and consequently cannot be held responsible for any consequences resulting from the use of other services and products provided by third parties in relation to the MARWA SOLIDARY HEALTH COVER. Therefore, in no event will Sponsor be liable for any damage resulting from products or services provided by third parties in relation to the MARWA SOLIDARY HEALTH COVER and in particular the NHIF Supa Cover as provided by the NHIF, the medical services provided by the participating healthcare providers and the services provided by Administrator.

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

- 7.1 By participating in the KISUMU NHIF PROGRAM, you trust Administrator with your personal data and agree that certain personal data may be shared with Sponsor and donors providing funds to Sponsor for the purpose of offering the MARWA SOLIDARY HEALTH COVER, including your first name, number of dependents and picture. Administrator recognizes the importance of protecting the privacy and confidentiality of such personal data and included this section 7 to inform You how your personal data is processed in relation to the KISUMU NHIF PROGRAM.
- 7.2 In the process of enrolment under the MARWA SOLIDARY HEALTH COVER your personal data is shared with and processed by the party that owns and operates the M-TIBA Platform. To create an M-TIBA Account You need to provide personal data, including name, date of birth, gender, mobile number, National ID number and password. The additional personal data (including health and financial data) collected when using your M-TIBA Account to make use of the MARWA SOLIDARY HEALTH COVER is shared with and processed by the Administrator. Your personal data and additional information relating to your use of the NHIF Supa Cover may be shared with the Sponsor.
- 7.3 The legal basis for the collection, storage and sharing of your personal data is the contractual relationship you enter as a Beneficiary accepting these MARWA SOLIDARY HEALTH COVER Terms & Conditions.
- 7.4 By participating in the MARWA SOLIDARY HEALTH COVER PROGRAM, you accept that the Administrator and Sponsor collect, use and share your personal information to provide You with (and improve) the services hereunder and related hereto, including but not limited to administration, customer support, access to healthcare services, managing and processing healthcare claims and payment thereof, performance and settlement of healthcare insurance operated through your M-TIBA Account. Administrator and Sponsor may carry out, or have third parties carry out, statistical analyses to support Administrator administering the MARWA SOLIDARY HEALTH COVER 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 MARWA SOLIDARY HEALTH COVER services.

- 7.5 By making use of the MARWA SOLIDARY HEALTH COVER PROGRAM, you allow the Administrator and Sponsor the right to communicate with You by various means, including SMS, telephone, and email.
- 7.6 By making use of MARWA SOLIDARY HEALTH COVER PROGRAM, you allow the Administrator and Sponsor to share anonymized data derived from your personal data with various partners and stakeholders.
- 7.7 You may request your personal data to be deleted 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.

## **8 MISCELLANEOUS**

- 8.1 These MARWA SOLIDARY HEALTH COVER Terms and Conditions constitute informed consent given by you and constitute an agreement between You, the Administrator, the Insurer and the Sponsor. 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 the M-TIBA Platform shall be governed by the Terms of Service of the M-TIBA Platform and your registration for the NHIF Supa Cover shall be governed by the NHIF Supa Cover Terms & Conditions.
- 8.2 Administrator reserves the right at any time to modify these MARWA SOLIDARY HEALTH COVER Terms and Conditions and to impose new or additional terms or conditions on the MARWA SOLIDARY HEALTH COVER PROGRAM. Such modifications and additional terms and conditions will be notified to You. Your continued participation will be deemed acceptance thereof.
- 8.3 All disputes arising from these MARWA SOLIDARY HEALTH COVER Terms & Conditions will first be addressed in good faith by way of amicable discussions between You and Administrator.
- 8.4 You may contact the NHIF customer support center on telephone number 0800 720601 to report any queries, concerns or complaints concerning their NHIF Supa Cover. You may contact the M-TIBA customer support center on telephone number 0800 721 253 for any queries regarding the M-TIBA service.



## **Annex – M-TIBA Platform Terms of Service**

### **GENERAL TERMS OF SERVICE FOR THE M-TIBA SERVICE (“M-TIBA”)**

The following Terms of Service apply to the M-TIBA SERVICE (“M-TIBA”) and by enrolling for the service you are deemed to have read, understood and accepted these Terms of Service.

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

1.1. In these Terms of Service, the following words and expressions (save where the context requires otherwise) bear the following meanings:

1.2. M-TIBA Account: An M-TIBA account is a virtual account that you have on the M-TIBA platform.

1.3. “You”, “Your”, “the Customer”: is the customer signing up for M-TIBA, and accepting these Terms of Service.

1.4. M-TIBA Platform: is the mobile platform that is owned and administrated by CAREPAY Ltd.

(“CAREPAY”) which facilitates the operation of your personal M-TIBA Account.

1.5. 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.

1.6. SPONSOR: is the entity funding a part or all of a benefit in your M-TIBA account. A SPONSOR can be an employer, Government of Kenya, Non-Governmental Organization or any other institution loading your M-TIBA account.

1.7. CAREPAY is the administrator of the mobile platform which operates your personal M- TIBA account.

1.8. ACCIDENT: For the purposes of this policy refers to a sudden, unplanned and unforeseen violent, external and visible event leading to bodily injury or death



## **2. DESCRIPTION OF M-TIBA**

2.1. M-TIBA (“Service” or “M-TIBA Service”) is a service provided by CAREPAY 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 health care using their mobile phones at designated health clinics and hospitals.

### **3. ELIGIBILITY & REGISTRATION/ENROLLMENT FOR M-TIBA**

3.1. To make use of the M-TIBA Service you must be:

3.1.1. A major person of minimum of 18 years of age with full legal capacity;

3.1.2. Be registered as a User for the M-TIBA Service.

3.2. Registration and information on the M-TIBA Service will be facilitated by the certified M- TIBA Agents.

3.3. 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.

## **4. ACCESS TO HEALTHCARE**

4.1. Funds in your M-TIBA Account can only be spent at designated healthcare providers which have been contracted for M-TIBA and as premium for insurance covers that are offered through the M-TIBA Service. Members shall be liable to pay any excess amount incurred outside their total savings and such excesses shall be paid by the member to the service providers.

4.2. Information on the contracted healthcare providers on M-TIBA will be accessed through the M-TIBA Agents in the community, through the M-TIBA customer support centre and through the M-TIBA website: [www.mtiba.co.ke](http://www.mtiba.co.ke). New healthcare providers will continue to be added.

4.3. To access healthcare services at the contracted healthcare providers you are required to identify yourself as a participant in M-TIBA through your original national identification card or passport, or any other means of identification that CAREPAY may in its sole discretion determine fit. The healthcare provider shall have the responsibility to check whether the identification card or passport or other approved means of identification presented matches with your registration information on the Platform.

4.4. It is possible for you or the M-TIBA Agent to add dependents to your M-TIBA Account who can access the M-TIBA Account with your permission.

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

5.1. Although CAREPAY and Safaricom will have taken all reasonable precautions to ensure that the information provided to you on M-TIBA is accurate and that you suffer no loss or damage as a result of the use of the Service, by using the Service 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 the Service with the exclusion of any wilful and gross negligence by CAREPAY and Safaricom or its officers,

employees, subcontractors or agents. You are responsible for the correctness of the data in your MTIBA account.

5.2. 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.

5.3. You agree that CAREPAY and their officers, employees, agents and partners will not be liable for any loss or damage including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, tort or otherwise arising from:

5.3.1. Any force majeure events or other circumstances outside the control or knowledge of CAREPAY or including industrial disputes, terrorist or enemy action, or





5.3.2. 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 by the use of the Service. It is expected that by using the Service you will take all reasonable precautions while sending and receiving data via M-TIBA.

5.3.3. 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.

5.3.4. Any content on a third-party or online partner site or service.

5.4. SAFARICOM can make no representations whatsoever concerning any products or services NOT directly provided by SAFARICOM, in direct relation to M-TIBA. This includes products and services provided by CAREPAY and the contracted healthcare providers.

5.5. CAREPAY can make no representations whatsoever concerning any products or services NOT directly provided by CAREPAY, in direct relation to M-TIBA. This includes products and services provided by SAFARICOM, UAP and the contracted healthcare providers. CAREPAY expressly disclaim any liability arising from any loss occurring as a result of reliance on these products or services.

5.6. CAREPAY disclaims liability from the fraudulent actions of any third parties including but not limited to any mobile money platform operators or related parties.

5.7. 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.

## **6. TERMINATION OF THE M-TIBA SERVICE**

6.1. Either party may determine to terminate this Agreement at any moment in time:

6.1.1. In case you have no activity in your M-TIBA account for a consecutive period of more than 6 months, and no active program on the account, then CAREPAY has the right to deactivate your M-TIBA account.

6.1.2. CAREPAY can actively terminate the Agreement by sending an SMS from sender ID "MTIBA" to your registered SAFARICOM telephone number.

6.1.3. You can terminate this Agreement by calling the customer support centre on telephone number 0800 721 253 or 0709 071 000

In case of termination, all remaining funds in Your M-TIBA Account, minus any outstanding payments (net of charges) to Remitters, UAP and/ Or the contracted healthcare providers, shall be refunded in your regular MPESA Account within 5 working days.

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

7.1. You may contact the M-TIBA customer support centre on telephone number 0800 721 253 or 0709 071 000 to report any dispute or claim relating to M-TIBA during the contract period.

7.2. All disputes arising from the M-TIBA or these Terms of Service will be addressed by way of amicable discussions between the parties.

7.3. 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.

7.4. To the extent permissible by law the determination of the arbitrators shall be final conclusive and binding upon the parties hereto.

7.5. These Terms of Service and the use of the service shall be governed by the Laws of Kenya.

## **8. PERSONAL DATA PROCESSING**

8.1 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.

## 8.2 CAREPAY collects the following data on individuals

### Registration data

To create an MTIBA 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

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 entered by healthcare providers and billed items through the M-TIBA platform in order to undertake the claims management role offered by the MTIBA platform. CAREPAY further collects feedback provided to customer surveys in order to improve services that its customers receive.

## 8.3 Use of data

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.

Other products may be operated on CAREPAY, for example financial services products (such as loans), commercial insurance products, corporate insurances or funds, or social insurance offerings. By using CAREPAY You must be aware that CAREPAY may need to share your personal information with the vendor of the product.

8.4 To enable trusted third party partners to use your personal data for research and marketing purposes, under controls designed to protect your privacy, CAREPAY needs your prior consent. This consent can be revoked at any time. CAREPAY asks for your consent in a separate form and way.

8.5 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 conditions. 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.

8.6 CAREPAY shall not share your personal information without your consent to third parties or unauthorized persons, except as provided in this section of the contract, 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.

8.7 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.

8.8 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.

8.9 The legal basis for the collection, storage and sharing of your personal data is this contract including these M-TIBA Terms of Service.

8.10 CAREPAY retains 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.

## **9. CHANGES TO M-TIBA PRODUCT OR SERVICES**

Notwithstanding any other provision of this Agreement, CAREPAY and its principals reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Services at any time without notice. In no event will CAREPAY be liable for making these changes. CAREPAY may also impose limits on the use of or access to certain features or portions of the Services, in any case and without notice or liability.

## **10. CHANGES TO TERMS OF SERVICE**

CAREPAY reserves the right at any time to modify these Terms of Service and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be notified to you fourteen days in advance. Your continued use of the Services will be deemed acceptance thereof.



## **11. ELECTRONIC CONTRACTING**

Your use of the 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.

## **12. YOUR ACCOUNT**

As a registered user of the Services, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account, and for all activities that occur on or through your Account, and you agree to immediately notify CAREPAY of any security breach of your Account. CAREPAY and or Safaricom shall not be responsible for any losses arising out of the unauthorized use of your Account.

## **13. ACCOUNT INFORMATION**

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.

## **14. MISCELLANEOUS**

These Terms of Service constitute the entire agreement between you and CAREPAY and governs your use of the Services, superseding any prior agreements between you and CAREPAY. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content. If any part of this 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 intention.