

## **M-TIBA GENERAL TERMS & CONDITIONS FOR THE TIBA YAKO PROGRAM**

You have been invited to join and to participate in the Tiba Yako Program (“TIBA YAKO”), which aims to enhance access to care for patients with hypertension and diabetes. As referenced in the consent form, the following Terms & Conditions apply to TIBA YAKO 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**

- 1.1. “APHRC”: African Population and Health Research Center, a not-for-profit organization registered under Kenyan law with registration number F.22/2001, having its offices at Manga Close, Off Kirawa Road, APHRC Campus, 2nd Floor, Nairobi, Kenya
- 1.2. “Afya Pap App”: a mobile application developed, owned and offered by Baobabcircle, which uses behavioural science to help users manage their conditions and improve their health.
- 1.3. “Baobabcircle”: Baobab Circle Limited, a company registered in England and Wales with Company number 08551010, having its offices at 20 Air Street, London, England.
- 1.4. “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.
- 1.5. M-PESA: is the mobile money platform operated by SAFARICOM.
- 1.6. “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.
- 1.7. “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 TIBA YAKO 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).
- 1.8. Participating Facilities: healthcare providers where you are offered care which participate in TIBA YAKO.
- 1.9. Parties involved: PharmAccess, CarePay, Baobabcircle, Participating Facilities and YOU.
- 1.10. “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 improving access to healthcare in Africa.
- 1.11. 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.

- 1.12. 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.
- 1.13. “You”, “Your”, the “Participant”: the person signing up for TIBA YAKO and accepting these Terms & Conditions.

## **2. DESCRIPTION OF TIBA YAKO**

- 2.1. TIBA YAKO is a project provided by PharmAccess, whereas specific parts of the program are serviced by APHRC, Baobabcircle and CarePay (hereinafter jointly: “the Program Partners”).
- 2.2. TIBA YAKO allows Participants to be enrolled into a specific M-TIBA Account, the “Tiba Yako Account”, that entitles the Participant for PARTIAL FUNDS for payment of diabetes and hypertension screening, consultations, tests and drugs at selected health facilities. The healthcare services include consultations, tests, treatment and monitoring of the pertinent medical condition according to national and best practice guidelines.
- 2.3. TIBA YAKO Participants will furthermore be offered the possibility to make use of a self-management application via the Afya Pap App. Specific terms and conditions and a privacy statement of Baobabcircle apply to the use of the Afya Pap App, which you are requested accept (these can be found on the website <http://www.baobabcircle.com>).
- 2.4. The use of M-TIBA is subject to the General Terms & Conditions of the M-TIBA service which Participant needs to read and accept before registration for M-TIBA. These can be found on the M-TIBA website at <http://m-tiba.co.ke> and form the first component of these Tiba Yako Terms & Conditions and shall be read and applicable in conjunction with one another.

## **3. ELIGIBILITY**

- 3.1. To be eligible for participation in TIBA YAKO, you must be eligible for use of the M-TIBA Service as specified in these Terms and Conditions, which you are requested to accept if you participate in TIBA YAKO.
- 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 have a registered Safaricom line (M-TIBA only works on a Safaricom line).

## **4. ACCESS TO HEALTHCARE UNDER TIBA YAKO**

- 4.1. Your TIBA YAKO Account can only be used at the Participating Facilities which will have been contracted for TIBA YAKO.
- 4.2. It is NOT possible for the TIBA YAKO Agent to add dependents to your TIBA YAKO Account. TIBA YAKO account can only be used by You.
- 4.3. You shall be liable to pay any excess amount incurred outside the specified TIBA YAKO benefits and such excesses shall be paid by you directly to the relevant health service providers.
- 4.4. Your participation in TIBA YAKO shall not be construed in any manner as an obligation or incentive or reward for you to purchase or pay for any drugs.

## 5. DATA PROCESSING PROTECTION AND PRIVACY

5.1. 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

5.2. 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

5.3. 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

5.4. 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.

5.5. When Participating in TIBA YAKO 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.

5.6. 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

5.7. 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 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.

#### Data sharing beyond TIBA YAKO

- 5.8. 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
- 5.9. 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

- 5.10. 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

- 5.11. 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

- 5.12. 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 Project Partners. 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.
- 5.13. 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

- 5.14. 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. 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.

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

- 6.1. 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.
- 6.2. You are responsible for the correctness of the data in your MTIBA account.
- 6.3. 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.
- 6.4. You agree that the Participating Facilities and their officers, employees, agents and partners will not be liable for any loss or damage arising from:
  - 6.4.1 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
  - 6.4.2 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.
  - 6.4.3 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.
  - 6.4.4 Any content on a third-party or online partner site or service.
- 6.5. CAREPAY disclaims liability from the fraudulent actions of any third parties including but not limited to any mobile money platform operators or related parties.
- 6.6. 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.

## **7. TERMINATION OF THE SERVICE**

Parties may terminate enrollment to TIBA YAKO at any moment in time as follows:

- 7.1. PharmAccess or CarePay can do this by sending an SMS from sender ID "M-TIBA" to Your registered SAFARICOM telephone number.
- 7.2. YOU can do this by exiting the TIBA YAKO Account on M-TIBA.
- 7.3. In case of termination, you will no longer make use of discounted healthcare services at the Participating Facilities.
- 7.4. Termination of enrolment in the TIBA YAKO Enrolment shall not terminate the Participant's registration to M-TIBA. On the use of M-TIBA including termination of the Participant's M-TIBA Account the General Terms and Conditions M-TIBA shall apply which can be found at the M-TIBA website at <http://m-tiba.co.ke>. If the Participant wishes to terminate his/her registration of MTIBA the Participant is referred to the General Terms and Conditions M-TIBA. In case of any issues, the Participant 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.

## **8. DISPUTE RESOLUTION AND JURISIDICITION**

- 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 TIBA YAKO.
- 8.2. All disputes arising from TIBA YAKO or these Terms & Conditions will be addressed by way of amicable discussions between the parties.
- 8.3. If an amicable resolution of the dispute or claim fails for a period longer that 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.
- 8.4. To the extent permissible by law the determination of the arbitrators shall be final conclusive and binding upon the parties hereto.
- 8.5. These Terms & Conditions and the use of the service shall be governed by the Laws of Kenya.

## **9. MISCELLANEOUS**

- 9.1. 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.
- 9.2. Do not reveal your TIBA YAKO Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your TIBA YAKO Account, and for all activities that occur on or through your TIBA YAKO 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.
- 9.3. 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 TIBA YAKO at any time without notice. PHARMACCESS foundation may also impose limits on the use of or access to certain features or portions of TIBA YAKO, in any case and without notice or liability.
- 9.4. 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 TIBA YAKO. Such modifications and additional terms and conditions will be notified to You. Your continued registration to TIBA YAKO will be deemed acceptance thereof.
- 9.5. 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.