



GENERAL TERMS & CONDITIONS FOR THE M-TIBA MY HEALTH FUNDS PROGRAM (“MHF”)

The following Terms & Conditions apply to the M-TIBA MY HEALTH FUNDS PROGRAM (“MHF”) and by enrolling for the program you are deemed to have read, understood and accepted these Terms & Conditions.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms & Conditions, 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. The virtual funds in your MHF program in your M-TIBA Account are displaying the underlying funds which are held by UAP.
- 1.3. “You”, “Your”, “the Customer”: is the customer signing up for M-TIBA, and accepting these Terms & Conditions.
- 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. You can only add funds to the MHF program in the M-TIBA Account through M-PESA.
- 1.5. M-PESA: is the mobile money platform operated by SAFARICOM.
- 1.6. 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.
- 1.7. 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.
- 1.8. UAP: UAP Insurance Co. Ltd is a licensed Insurance company, a medical scheme fund manager regulated by the Insurance Regulatory Authority in Kenya and is the custodian of the funds you have set aside for health in your MHF program in your M-TIBA Account. UAP is a licensed Insurance company and Regulated Financial Services Entity for purposes of these Terms & Conditions
- 1.9. 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.
- 1.10. REMITTER: An M-PESA user sending funds to M-PESA Paybill Account 500066 and your phone number as the account number
- 1.11. CAREPAY is the administrator of the mobile platform which operates your personal M-TIBA account.
- 1.12. 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. DESCRIPTION OF MHF program

3.1. MHF (“Program” or “MHF program”) is a service provided by CarePay that allows users of the M-TIBA platform to save, remit and collect funds, and pay for health care using their mobile phones at designated health clinics and hospitals.

3.2. UAP provides the insurance and financial service under MHF as the regulated financial service provider regulated by Insurance Regulatory Authority (IRA-Kenya).

4. ELIGIBILITY & REGISTRATION/ENROLLMENT FOR MHF

4.1. To make use of the MHF program you must be:

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

4.1.2. be registered as a User for the M-TIBA Service.

4.1.3. Be a Kenyan Resident.

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

4.3. 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.

5. ACCESS TO HEALTHCARE

5.1. Funds in your MHF 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.

5.2. 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 center and through the M-TIBA website: www.mtiba.co.ke. New healthcare providers will continue to be added.

5.3. To access healthcare services at the contracted healthcare providers you are required to identify yourself as a participant in CAREPAY 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.

5.5. 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.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1. Although CAREPAY, UAP 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 willful and gross negligence by CAREPAY, UAP and Safaricom or its officers, employees, subcontractors or agents. You are responsible for the correctness of the data in your MTIBA account.



6.2. 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.

6.3. 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:

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

6.3.2. 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.

6.3.3. 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.

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

6.4. 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 UAP, CAREPAY and the contracted healthcare providers.

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

6.6. 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.

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

6.8. 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 MHF PROGRAM

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

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

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

In case of termination, all remaining funds in Your MHF program on 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.

7.1.3 Termination of enrolment in the MHF program shall not terminate your registration to M-TIBA.

On the use of M-TIBA including termination of your M-TIBA Account the General Terms and Conditions M-TIBA shall apply which can be found at the M-TIBA website at <http://mtiba.co.ke>. If You wish to terminate your registration of M-TIBA You are referred to the General Terms and Conditions M-TIBA. 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.

8. DISPUTE RESOLUTION AND JURISDICTION

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



8.2. All disputes arising from the M-TIBA 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 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.

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. OTHER TERMS AND CONDITIONS

9.1. The use of M-TIBA is subject to the General Terms & Conditions of the M-TIBA service which Participant need to read and accept before registration for M-TIBA. These can be found at the M-TIBA website at <http://m-tiba.co.ke>. These can be found on the M-TIBA website and form the first component of these MHF Terms & Conditions and shall be read in conjunction with one another

10. CHANGES TO MHF PROGRAM

Notwithstanding any other provision of this Agreement, CAREPAY and its principals reserve the right to change, suspend, remove, or disable access to the MHF program 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.

11. CHANGES TO TERMS AND CONDITIONS

CAREPAY reserves the right at any time to modify those terms and conditions 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.

12. 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.

13. 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, UAP and or Safaricom shall not be responsible for any losses arising out of the unauthorized use of your Account.

14. 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.

15. MISCELLANEOUS

These Terms and Conditions constitute the entire agreement between you, UAP and CAREPAY and governs your use of the Services, superseding any prior agreements between you UAP 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.