

GENERAL TERMS & CONDITONS FOR THE NGAO YA AFYA PROGRAM

You have been invited to join and to participate in the Ngao ya Afya Program (“NGAO YA AFYA”), which aims to enhance access to care for patients with hypertension and diabetes. The following Terms & Conditions apply to NGAO YA AFYA 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. “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 and of P. O. Box 10787-00100-00100, 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, 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.
- 1.5. “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.
- 1.6. “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 NGAO YA AFYA 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).
- 1.7. “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.
- 1.8. “You”, “Your”, the “Participant”: is the person signing up for NGAO YA AFYA, and accepting these Terms & Conditions.

2. DESCRIPTION OF NGAO YA AFYA

- 2.1. NGAO YA AFYA is an outreach program provided by PharmAccess, whereas specific parts of the program are serviced by APHRC, Baobabcircle and CarePay (hereinafter jointly: “the Program Partners”).
- 2.2. To be eligible for participation in NGAO YA AFYA, 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 NGAO YA AFYA, you must also accept the M-TIBA Terms and Conditions.
- 2.3. NGAO YA AFYA allows Participants to be enrolled into a specific M-TIBA Account, the “Ngao ya Afya Account”, that entitles the Participant for PARTIAL FUNDS for payment of diabetes and hypertension screening, consultations, tests and selected drugs at selected health facilities. This program will run for a duration of four months from the start of Your participation, with the possibility of extension for 1 year. The healthcare services include consultations, diagnostic, treatment and monitoring of the pertinent medical condition according to national and best practice guidelines. Once enrolled into NGAO YA AFYA, customers can access healthcare services at St John’s hospital, Langata hospital and Melchizedek hospital, all based in Nairobi.
- 2.4. NGAO YA AFYA 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 must accept (these can be found on the website <http://www.baobabcircle.com>).
- 2.5. To register for NGAO YA AFYA you will be given information and be registered by any of the NGAO YA AFYA Agents. NGAO YA AFYA Agents are employees or volunteers of PharmAccess or of the selected hospitals where the program is running.

3. ACCESS TO HEALTHCARE UNDER NGAO YA AFYA

- 3.1. Your NGAO YA AFYA Account can only be used at the designated healthcare providers which will have been contracted for NGAO YA AFYA, as specified in clause 2.3 of these Terms and Conditions.
- 3.2. It is NOT possible for the NGAO YA AFYA Agent to add dependents to your NGAO YA AFYA Account. NGAO YA AFYA account can only be used by You.
- 3.3. Your participation in NGAO YA AFYA shall not be construed in any manner as an obligation or incentive or reward for you to purchase or pay for, to any drugs.
- 3.4. In case you purchase drugs offered by Sanofi-Aventis and need any information regarding the safety of their products, please liaise with their pharmacovigilance contact via email address esa.pv@sanofi.com or telephone number +254 70 24 70 982.

4. DATA PROCESSING PROTECTION AND PRIVACY

- 4.1. When Participating in NGAO YA AFYA personal data you provide in the process of the Program will be controlled, processed 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 and – as applicable - the Afya Pap App, to learn about the impact of the Program and to conduct further research.
- 4.3. The legal basis for the control, use and processing of your personal data follows from the consent given by you by accepting these Terms & Conditions. The Program Parties also pursue their legitimate interests by processing and sharing anonymized data and results with various partners and stakeholders.
- 4.4. 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. TERMINATION OF THE SERVICE

Parties may terminate enrollment to NGAO YA AFYA at any moment in time as follows:

- 5.1. PharmAccess or CarePay can do this by sending an SMS from sender ID “M-TIBA” to Your registered SAFARICOM telephone number.
- 5.2. YOU can do this by exiting the NGAO YA AFYA Account on M-TIBA.
- 5.3. 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 NGAO YA AFYA, 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
 - 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 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 NGAO YA AFYA 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.