

## **M-TIBA / CarePay Terms of Service (Kenya)**

Date: July 2023; version: [X]

**Please read these terms carefully**

### **A. INTRODUCTION**

### **B. M-TIBA PLATFORM, SERVICES AND HEALTHCARE PROGRAMS**

### **C. ACCESS TO THE M-TIBA SERVICES**

### **D. DISTRIBUTION OF HEALTHCARE PROGRAMS**

### **E. THIRD-PARTY ADMINISTRATION, PAYMENTS AND LOANS**

### **F. GENERAL TERMS FOR ALL M-TIBA SERVICES**

### **G. GLOSSARY**

#### **A. INTRODUCTION**

CarePay has the mission to give everyone the power to care by enabling mobile access to healthcare through the M-TIBA Platform, which is accessible online, via USSD, and via connected providers of healthcare services (“**Providers**”), and by providing related services, including the distribution of healthcare programs through various channels (such as the M-TIBA Marketplace and our agents and partners), in cooperation with medical insurance companies and other payers of healthcare (“**Payers**”), together the “**Services**”, to individuals, businesses and other users of our Services (“**Users**” or “**you**”).

The use of our Services and any related business is subject to these Terms of Service (“**Terms**”). By enrolling for or using the Services, you acknowledge and agree to have read, understood and accepted these Terms of Service. In these terms, “**CarePay**”, the “**CarePay Group**”, “**we**” or “**us**”, means each of Carepay Limited and its affiliates and representatives from time to time, and all of them together, as the context may require.

#### **B. M-TIBA PLATFORM, SERVICES AND HEALTHCARE PROGRAMS**

##### **1. Description of the Platform and our Services**

1.1. The M-TIBA Platform is a mobile based digital healthcare infrastructure developed and managed by CarePay, which connects Payers, Providers, patients and other participants of healthcare services and enables exchange of related information and payments, and the digital management and distribution of Healthcare Programs, and which includes the M-TIBA Marketplace.

- 1.2. The M-TIBA Platform is accessible to Users via a mobile application, desktop, USSD, healthcare providers and our representatives and partners. The M-TIBA Platform allows a User to save, receive and pay funds and benefits, access healthcare services, buy and renew Healthcare Programs, and view cover limits, accessible healthcare providers and other Program Terms and Conditions, using their mobile phones.
- 1.3. We offer various services using the M-TIBA Platform, to Payers, Providers and other Users, including licensing the Platform to Payers, Providers and other Users, and designing, distributing and administering Healthcare Programs, and providing related services to individual Users, Payers, Providers and other business partners.

## **2. Healthcare Programs on the M-TIBA Platform**

- 2.1. There are various types of Healthcare Programs managed on and distributed via the M-TIBA Platform and our other Services:
  - 2.1.1. Payer Healthcare Programs. These are Healthcare Programs made available to you under the brand of a Payer and may include medical insurance policies underwritten by insurance companies, governmental medical schemes (partially) funded by a governmental entity, donor programs sponsored by donor Payers, and corporate medical funds by employers or other companies.
  - 2.1.2. M-TIBA Healthcare Programs. These are Healthcare Programs made available to you under the M-TIBA or another CarePay brand and may include Healthcare Programs where you or your personal relations pay for healthcare services via your M-TIBA Account and CarePay. Some M-TIBA Healthcare Programs are (partially) funded or underwritten by a Payer in exchange for your contributions.

## **C. ACCESS TO THE M-TIBA SERVICES**

### **3. Eligibility**

- 3.1. To use the Services you must be:
  - 3.1.1. at least 18 years of age with full legal capacity and you hereby warrant that you are, and
  - 3.1.2. registered as a user of the Services, on the M-TIBA Platform or otherwise by CarePay, by providing the correct required information to CarePay.
- 3.2. Legal entities must be validly incorporated and/or registered in their jurisdiction.
- 3.3. The Services are not available to persons who lack legal capacity to contract and are therefore not legally eligible to be bound by these Terms, such as minors.
- 3.4. You hereby acknowledge that you have registered for our Services voluntarily and without any coercion.

### **4. Enrollment**

- 4.1. Registration for the Services and the M-TIBA Platform will be facilitated by CarePay (and its agents), the Payer and/or Provider.
- 4.2. Further information on the Services can be obtained, and questions or complaints can be raised by contacting the M-TIBA Customer Experience. We will endeavor to address any question or complaint adequately and without undue delay.

## 5. **M-TIBA Account**

- 5.1. You may be required to create an M-TIBA Account to access certain Services and/or Healthcare Programs. We may create an M-TIBA Account for you if you use our Services in connection with a Payer Healthcare Program or give your KYC Information to our agents.
- 5.2. You may not allow use of your M-TIBA Account by any third party who does not have the authority to represent you. You guarantee that any third party that uses your M-TIBA Account is authorized to represent you. You are fully responsible for the security and non-disclosure of your Login Credentials and the use of your M-TIBA Account.
- 5.3. You may only create one (1) M-TIBA Account. If, for any reason, your M-TIBA Account is blocked or deleted, you will no longer be entitled to use the M-TIBA Platform.
- 5.4. You agree to only provide correct and complete information when creating an M-TIBA Account and using the M-TIBA Platform or other Services. You are responsible for the accuracy of the data in your M-TIBA Account (including KYC Information) and otherwise provided to CarePay, and CarePay cannot be held liable in this respect.

## 6. **Using M-TIBA funds and benefits**

- 6.1. Funds and benefits in your M-TIBA Account can only be spent at Providers as payment for healthcare services available under the relevant Healthcare Program. You shall not spend or try to spend the same funds or benefits twice and if you do you shall be liable to pay any excess amount incurred outside the funds or benefits in your M-TIBA Account to the Provider.
- 6.2. Information on the accessible Providers will be available to you through the M-TIBA Platform, the CarePay agents in your community, the M-TIBA Customer Experience and/or the Payer. Information about the Payer and the Healthcare Program (including cover, limits and benefits) applicable to you can be found in the Program Terms & Conditions. Please always refer to the full Programs Terms & Conditions as information on the M-TIBA Platform is not legally binding and only provides a summarized version of the terms.
- 6.3. To access healthcare services at accessible Providers you are required to identify yourself as a user of the M-TIBA Service through the designated means of identification determined by CarePay or the Payer. The Provider shall check whether the means of identification presented matches with your registration on the M-TIBA Platform. Where relevant for your Healthcare Program, you and/or your dependents may be given an “M-TIBA Card” which can be presented to designated healthcare

providers for identification to initiate treatment via the M-TIBA Platform. The M-TIBA Card is strictly personal and may only be used by the person it is issued to.

- 6.4. If allowed under the relevant Healthcare Program, you may, as a primary user of the M-TIBA Service, add dependents to your M-TIBA Account who can access and use the funds and benefits on your M-TIBA Account with your permission. If you add any dependents, these Terms of Service shall also apply to such dependents and you hereby accept and agree to these Terms of Service on their behalf. You shall be responsible for your dependents' compliance with these Terms of Service. You shall not try to add dependents other than as allowed under the relevant Healthcare Program.

## **D. DISTRIBUTION OF HEALTHCARE PROGRAMS**

### **7. Distribution channels**

- 7.1. CarePay distributes Healthcare Programs through various channels, such as the M-TIBA Marketplace, your M-TIBA Account, USSD, and via our agents. The distribution and sale of any insurance product is always facilitated through M-TIBA Agencies, an insurance agent licensed and regulated by the Insurance Regulatory Authority (IRA), on behalf of the relevant Payer (underwriter).

### **8. Types of distribution channels**

- 8.1. M-TIBA Marketplace. On the M-TIBA Marketplace you can search, compare and buy Healthcare Programs online, including insurance policies and other covers for healthcare services.
- 8.2. In-person distribution and embedded products. We also distribute Healthcare Programs to companies and individuals via our agents in person, on the phone or otherwise. This may be done in partnership with Payers or other business partners and Healthcare Programs may be embedded in the products of business partners using our Services. Embedded means that you purchase the program as part of (embedded in) the product you purchase. This could for example be a travel ticket.
- 8.3. USSD \*253#. Via our USSD channel, you may be offered and can purchase Healthcare Programs.
- 8.4. Websites. The CarePay websites provide information on our Services and can redirect Users to any of our products and distribution channels as reviewed above.

### **9. Agency service**

- 9.1. Every Program Offer made to you by CarePay is accompanied by the Program Terms & Conditions and a description of Healthcare Program, and subject to the Program Terms & Conditions. You:
  - 9.1.1. acknowledge that the Program Terms & Conditions and the description of the Healthcare Program may contain restrictions, including territorial restrictions, benefit limits, co-payments and exclusions; and
  - 9.1.2. are responsible for assessing and understanding the information on and suitability of the Healthcare Program purchased and the restrictions and risks involved.
- 9.2. When you accept and pay for a Program Offer for a Healthcare Program in which a Payer is involved (such as medical insurance), a Healthcare Contract is established between you and the Payer consisting

of the Program Terms & Conditions. CarePay will not be party to the Healthcare Contract, and does not provide advice on the Healthcare Programs, nor has any other responsibility or liability in relation to the Healthcare Contract or the Healthcare Program. CarePay only makes the Program Offer and facilitates the contact with and payment to the Payer.

- 9.3. The Payer and you are responsible for performing the Healthcare Contract and likewise any After Sales, in accordance with the applicable terms and laws. All Healthcare Contract and After Sales activities are on the account and risk of you and the Payer.
- 9.4. If you have any dispute with a Payer, you acknowledge that you can solely seek redress from the Payer.
- 9.5. When you accept and pay for a Program Offer for an M-TIBA Healthcare Program which involves a Payer, the relevant terms and conditions of the Healthcare Contract also apply between you and CarePay. When you accept and pay for a Program Offer for an M-TIBA Healthcare Program which does not involve a Payer, the Healthcare Contract is established between you and CarePay.

## 10. **KYC Information**

- 10.1. To be able to accept a Program Offer, you may be required to provide KYC Information to enable the Payer of the Healthcare Program to meet its requirements based on “know your customer” laws and regulations. This information may include full name, date of birth, gender, birth certificate number (for minors) and national identification number. You agree that CarePay may link such information to your M-TIBA Account.
- 10.2. We will promptly process your acceptance of a Program Offer. After your acceptance of the Program Offer, your KYC Information will be shared with the Payer. Your acceptance of a Program Offer may be subject to further review of your KYC Information by the Payer. We will inform you once the Payer has decided on enabling your purchase of the Healthcare Program.
- 10.3. Where your acceptance of a Program Offer is not subject to further review of your KYC Information by the Payer, we will enable your payment of the Program Offer upon your acceptance.

## 11. **Payment**

- 11.1. The amounts owed by you based on the Healthcare Contract must be paid to CarePay via the M-TIBA Marketplace, our agents, partners or otherwise, in order to establish the Healthcare Contract. On the M-TIBA Marketplace, we make use of licensed third-party payment processors and the terms of service of such processor apply to the payment transaction. Any related fee of such third party may be charged to you.
- 11.2. In certain circumstances, including without limitation when fraud is suspected or the transaction amount is not authorized, any financial institution or processor involved in the payment transaction may refuse or suspend your payment. As such, the conclusion of a Healthcare Contract may be delayed or fail. You will be notified of such delay or failure.

11.3. You are obliged to immediately report inaccuracies in the payment details provided to CarePay using our contact information.

## **12. Cancellation**

12.1. A cancellation and/or termination of any Healthcare Contract for a Payer Healthcare Program, should be agreed with the Payer in writing. You must contact the Payer directly to receive a refund (if applicable).

12.2. Any refunds for cancelled and/or terminated Healthcare Contracts for a Payer Healthcare Program, where available, will be made to you by the Payer in accordance with the Payer terms and applicable laws. As such, CarePay shall not be obliged to reimburse nor liable to pay any amount to the User due to a Healthcare Contract that is cancelled and/or terminated.

12.3. Where the payments were made for an M-TIBA Healthcare Program which is not partially funded or underwritten by a Payer, the refunds will be made directly to you or your relation subject to the Program Terms & Conditions. Where the refund is subject to a legal proceedings, the refunds will be processed subject to the applicable court orders and legal processes.

## **E. THIRD-PARTY ADMINISTRATION, PAYMENTS AND LOANS**

### **13. Third-party administration**

13.1. CarePay may for certain Healthcare Programs adjudicate (approve or reject) and settle Provider claims for healthcare services received by you. This is the case for Payer Healthcare Programs if we are appointed to do so by the relevant Payer, or for M-TIBA Healthcare Programs. We may in such cases interact with the User during a claims adjudication and settlement process.

13.2. CarePay may also play a role in facilitating the provision and receipt of certain healthcare services. This may also be the case for Payer Healthcare Programs, if CarePay is so appointed by a Payer.

13.3. We further note that where CarePay is so involved in claims settlement and adjudication of medical insurance claims, and related services, this role is performed by CSL Services Limited, which is a member of the CarePay Group and licensed as a claims settlement agent by the Insurance Regulatory Authority, on behalf of the relevant Payer (underwriter).

13.4. Please note that where a Healthcare Program is (partially) funded or underwritten by a Payer, any such role of CarePay is under the authority and responsibility of the Payer. The Payer should provide you with the terms applicable in this instance upon your request.

### **14. Payments and loans**

14.1. As part of our Services, we may facilitate the provision of loans to Users (including individuals and Providers). We may further play a role in payments made to Providers (in connection with Provider loans), other Users or other partners. This is done subject to the applicable terms and conditions agreed between you, the payment service provider and/or lender and us.

## **F. GENERAL TERMS FOR ALL M-TIBA SERVICES**

### **15. Use of the Services and User Content**

- 15.1. By clicking the “I accept” button or otherwise using any of our Services that are outlined in these Terms of Service, you agree to follow, abide, and be bound by these Terms. If you represent a business or other legal entity, you represent that you have the authority to bind such entity to these Terms in addition to any agreements entered into between your legal entity and CarePay and, in such event, such entities use of the Services is subject to these Terms and “you” and “your” in this Agreement shall where relevant refer to such entity.
- 15.2. You agree that you shall not use the Services in a manner that violates these Terms or any applicable laws and regulations.
- 15.3. You shall not engage in any activity or use the Services or M-TIBA Platform in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or CarePay’s security systems.
- 15.4. You shall take all reasonable precautions while sending and receiving data via the M-TIBA Platform. You are solely responsible for any content (“User Content”) sent, displayed or uploaded by you in using the Services and any other action taken on the Platform via your M-TIBA Account, and you shall not use the Services in a manner which violates these Terms of Service or any applicable laws and regulations. You shall not engage in any activity or use the Services or M-TIBA Platform in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or CarePay security systems.
- 15.5. CarePay makes use of automatic filters to detect unlawful or fraudulent content. Other than that, CarePay does not monitor or edit the User Content that you actively upload on the M-TIBA Platform. In case you are of the opinion that M-TIBA Accounts or any other content on the M-TIBA Platform is unlawful or fraudulent, you must inform us by emailing M-TIBA Customer Experience.
- 15.6. In case of any unauthorized use of your Login Credentials or any other breach of security related to your M-TIBA Account, or if you are of the opinion that any M-TIBA Platform content is unlawful or fraudulent, you shall immediately inform us by sending an email to [customercare@mtiba.co.ke](mailto:customercare@mtiba.co.ke).
- 15.7. CarePay reserves the right to suspend, terminate and/or investigate and take appropriate action against any person or company that is suspected of fraudulent or unlawful actions. In this respect CarePay may *inter alia* report you to law enforcement authorities.

### **16. Availability and maintenance; disclaimer warranties**

- 16.1. The M-TIBA Platform is available on handheld mobile devices running iOS and Android. Use of the M-TIBA Platform requires one or more compatible devices, internet access and certain software, and may require obtaining updates or upgrades from time to time. High speed internet access is

recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

- 16.2. Notwithstanding any other provision of this Agreement, CarePay reserves the right to change, suspend, remove, or disable or impose limits on the use or access to any part of the Services at any time and without notice as CarePay deems appropriate to improve or update the Services or the M-TIBA Platform. This may result in any downtime for which CarePay is not responsible.
- 16.3. CarePay and its business partners do not accept any responsibility whatsoever for unavailability of the Services, or any difficulty or inability to download or access content, or any other communication system failure which may result in the Services being unavailable.
- 16.4. To the maximum extent permitted by applicable law, CarePay hereby disclaims all (implied) warranties regarding (the availability of) the Services or Healthcare Programs. The Services are provided "as is" and "as available" without a warranty of any kind.
- 16.5. CarePay and its business partners make no warranty or representation regarding the results that may be obtained from the use of the Services, regarding the accuracy or reliability of (any information obtained through) the Services or that the Services will meet any User's requirement, or be uninterrupted, timely, secure or error free. As such the User agrees that it must independently evaluate and bear all risks associated with the use of the Services.

## **17. Discontinuation and Termination of the Services**

- 17.1. You may discontinue use of the Services and terminate your M-TIBA Account at any time by contacting [customercare@mtiba.co.ke](mailto:customercare@mtiba.co.ke), provided that where your M-TIBA Account is also used in relation to a Healthcare Program such termination can only occur once such program terminates with respect to you or with the consent of the relevant Payer.
- 17.2. CarePay reserves the right to suspend or terminate your access to the M-TIBA Platform or Services, and deactivate or suspend your M-TIBA Account:
  - 17.2.1. if you are not a member under a Healthcare Program for which the M-TIBA Platform is used, at any moment in time;
  - 17.2.2. if you are a member under a Healthcare Program for which the M-TIBA Platform is used, when such program terminates with respect to you;
  - 17.2.3. when you materially breach these Terms of Service, the use of the M-TIBA Platform and/or our Services;
  - 17.2.4. where we are legally required to do so to comply with a court order or legal requirement;
  - 17.2.5. where we reasonably believe that your continued use of our Services causes harm or liability to other Users, third parties or CarePay.
- 17.3. Where CarePay receives notice-and-take-down requests, or otherwise notices that you provided false or incomplete information or used the Services in violation of these Terms, or that your M-TIBA

Account is linked to an M-TIBA Account or other User that is blocked, or has reason to believe your M-TIBA Account or use of the Services otherwise creates serious risk to the M-TIBA Platform, CarePay shall be entitled to (temporarily) suspend or block your account at any time and delete all information related to it. Providing false or incomplete information may also lead to denial of a medical claim or cancellation of your Healthcare Program. You are not entitled to any compensation by CarePay in this respect. If for any reason your M-TIBA Account is blocked or deleted, you will no longer be entitled to use the M-TIBA Platform.

- 17.4. After discontinuation of the Services, these Terms will continue to apply fully with respect to your use of the Services as well as Program Offers accepted and Healthcare Contracts concluded via our Services prior to discontinuation.
- 17.5. Please note that termination of these Terms of Service shall mean that you can no longer use the M-TIBA Platform and our Services.

## **18. Limitation and exclusion of liability**

- 18.1. To the maximum extent possible, you agree that your use of our Services is at your own risk and responsibility and that CarePay is not liable for any loss or damage (including without limitation any direct, indirect, special, incidental, consequential or punitive damages) arising from or in connection with your use of or delay in, change to or unavailability of the Service.
- 18.2. CarePay disclaims and excludes any liability for any loss or damage (including without limitation any direct, indirect, special, incidental, consequential or punitive damages) arising from any circumstance beyond their reasonable control, such as:
  - 18.2.1. any force majeure events, including strikes and industrial disputes;
  - 18.2.2. any security breach or unauthorized use of your M-TIBA Account or unwanted programs or material, malwares, trojans, worms or viruses transmitted when using the Service;
  - 18.2.3. any inaccurate content (for example on benefits, healthcare rates, availability or ratings), loss or unavailability of data or lack of access to, unavailability of or delay in the Service caused by a third party;
  - 18.2.4. any products or services not directly provided by CarePay, including all products and services provided by Payers, Providers, its other business partners or third parties (including any (mobile) money platform, payment service provider or gateway operator, and the content on any third-party site or online service);
  - 18.2.5. any mistreatment, malpractices or wrongful actions of any Provider in the line of providing healthcare services accessed via the M-TIBA Platform; or
  - 18.2.6. any other action of any of CarePay's Payers, Providers, healthcare providers or other third parties.

18.3. If CarePay is liable, for any reason, the aggregate liability will be limited to the higher of (a) the total amount paid to us by Payers in relation to you in connection with the Services in the preceding year or (b) an amount of KES 500 (five hundred Kenyan Shillings).

18.4. No liability shall be raised against CarePay more than one (1) year after the occurrence of the cause of such liability.

18.5. Nothing in these Terms will exclude or limit the liability of CarePay to the extent that the liability cannot be excluded or limited under the applicable law, such as in the case of willful misconduct by CarePay.

18.6. You agree to indemnify, defend and hold harmless CarePay from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Services, your violation of these Terms of Service or the infringement or violation by you or any other user of your M-TIBA Account, of any intellectual property or other right of any person or entity.

18.7. Any limitation or exclusion of CarePay's liability and any warranty or indemnification given by you in these Terms of Service also applies to each member of the CarePay Group and their directors, officers, employees, agents and business partners in providing the M-TIBA Platform and Services.

## **19. Intellectual Property Rights**

19.1. All current and future worldwide intellectual property rights (including without limitation the software source and object code, copyrights and trademark or -mark) in relation to the Services and the M-TIBA Platform are owned by the CarePay Group members and they exclusively retain ownership of all rights, title and interest in and to any such rights. You shall not commercialize, publish, copy, reverse engineer, create derivative works or otherwise use, or frame or utilize framing techniques or use any meta tag or any other "hidden text" with respect to, any such rights without our express written permission.

19.2. CarePay grants you a non-transferable, non-exclusive, non-sublicensable and revocable license intended for fair use of the Services. You shall only use the Services for personal non-commercial consumer purposes and not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any other purpose without our express written permission.

## **20. Personal Data Processing**

20.1. When you use our Services, you trust CarePay with your personal data, and understand that CarePay cannot deliver the Services to you without processing certain personal data as set out in these Terms of Service. CarePay recognizes the importance of protecting the privacy and confidentiality of such personal data.

20.2. In addition to these Terms, CarePay has published its **Privacy Statement** which sets out how personal data is handled by us. We encourage you to read our Privacy Statement to understand how we interact with your personal information provided to us and how you can enforce your rights in compliance

with the applicable data protection laws. By using our Services, you acknowledge and agree to have read, understood and accepted the Privacy Statement.

## **21. Electronic Contracting and Notices**

21.1. 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 resulting from the use of the Service.

21.2. 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 application.

21.3. All notices or other correspondence to under these Terms must be provided to the contracting party on:

CarePay Limited c/o M-TIBA Agencies

P.O. Box 52887-00100, 114 Manyani East Road Off James Gichuru Road, Nairobi, Kenya

T: 0800721253 / +254709071000

E: [customercare@mtiba.co.ke](mailto:customercare@mtiba.co.ke)

Registration number: CPR/2014/149158/BN-Q6C7KJZD (M-TIBA Agencies)

## **22. Changes to Terms of Service**

22.1. CarePay reserves the right to at any time modify these Terms of Service and to impose new or additional terms or conditions on your use of our Services.

22.2. Any modifications and additional terms and conditions may be notified to you upon you accessing the Service for the first time after such modifications were made. Your continued use of the Service will be deemed to constitute your acknowledgement and acceptance thereof.

## **23. Miscellaneous**

23.1. These Terms of Service constitute a legal agreement between you and CarePay and, together with any other written agreement between us regarding our Services, govern your use of the Services.

23.2. You may also be subject to additional terms and conditions that may apply when you use the services of third parties or third-party content.

23.3. If any part of these Terms of Service is held invalid or unenforceable, the remainder shall remain valid and binding and that invalid part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention and shall as such be valid and binding.

23.4. You cannot assign, transfer or novate any right or obligation under these Terms of Service to another person.

## **24. Dispute Resolution and Jurisdiction**

24.1. User acknowledges that any use of the Services contrary to these Terms, including any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may

cause irreparable injury to CarePay. In such case CarePay will be entitled to a fair compensation from User.

- 24.2. User will endeavor to amicably settle with CarePay any dispute or claim arising from the M-TIBA Service or these Terms of Service. Any dispute or claim you may have can be reported to the M-TIBA Customer Experience.
- 24.3. If an amicable resolution of the dispute or claim fails, the dispute shall be exclusively submitted and resolved by the competent court in Nairobi, Kenya. Both CarePay and you shall be entitled to seek remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of these Terms of Service.
- 24.4. These Terms of Service and the use of the Service shall be governed by the laws of Kenya, where the M-TIBA Service is being delivered.

## **G. Glossary**

The following words and expressions in these Terms of Service bear the following meaning:

- 1.1. **After Sales:** services and information to be provided in respect of a Healthcare Program to the User following such User's purchase of the Healthcare Program.
- 1.2. **Healthcare Contract:** a contract setting out the Program Terms & Conditions established when a User accepts and pays for a Program Offer.
- 1.3. **Healthcare Program:** any program, scheme or other cover for healthcare services, including any Payer Healthcare Program or M-TIBA Healthcare Program.
- 1.4. **CarePay Group:** group of companies of which Carepay Limited is a member.
- 1.5. **KYC Information:** certain personal information about a User that is used to identify the User and collected through the Platform or otherwise when accessing the Services.
- 1.6. **Login Credentials:** a User's credentials (for example telephone number and chosen password) with which the Platform can be accessed.
- 1.7. **M-TIBA Marketplace:** the online marketplace operated by CarePay as part of the M-TIBA Platform, CarePay websites or other online channels, on which Healthcare Programs are distributed to Users.
- 1.8. **M-TIBA Account:** a User's personal virtual account on the M-TIBA Platform, with health wallet functionality.
- 1.9. **M-TIBA Agencies:** CSL Services Limited, a private limited company incorporated under Kenya law, with P.O. Box 52887-00100, at 114 Manyani East Road Off James Gichuru Road, Nairobi, Kenya, carrying on business under the business name of M-TIBA Agencies, an insurance agent registered with the Insurance Regulatory Authority, with company registration number BN-Q6C7KJZD. M-TIBA Agencies is a subsidiary of CarePay.

- 1.10. **M-TIBA Customer Experience:** customer experience call center available via the telephone number and email address listed on [www.mtiba.com](http://www.mtiba.com).
- 1.11. **M-TIBA Healthcare Program:** a program, scheme or other cover for healthcare services made available under a CarePay brand, where you or your personal relations pay for healthcare services (via CarePay) and/or a Payer (partially) funds or underwrites the cover.
- 1.12. **M-TIBA Platform or Platform:** a digital platform that is developed and managed by CarePay (including the USSD menu, mobile applications, the M-TIBA Marketplace and our websites) which facilitates the operation of your M-TIBA Account and the provision of our Services.
- 1.13. **M-TIBA Service or Service(s):** any service(s) provided to a User by any member of the CarePay Group, whether through the M-TIBA Platform, and on distribution channels such as the M-TIBA Marketplace website, the USSD or otherwise, including enabling your access to the M-TIBA Platform and Healthcare Programs.
- 1.14. **Payer Healthcare Program:** a program, scheme or other cover for healthcare services offered under the brand of a Payer and where a Payer (partially) pays for healthcare services, including any medical insurance policy or medical fund.
- 1.15. **Payer:** entity funding, underwriting or otherwise enabling all or part of the funds or benefits in your M-TIBA Account under a Healthcare Program. A Payer can be an employer, an insurer, a broker, third-party administrator or other insurance intermediary, a government entity, a non-governmental organization, CarePay, or any other institution enabling the funds or benefits in your M-TIBA Account.
- 1.16. **Program Offer:** an offer to a User to purchase a Healthcare Program which is made available via CarePay directly (including via the M-TIBA Marketplace or otherwise via M-TIBA Agencies) or indirectly (including via CarePay's business partners).
- 1.17. **Provider:** a provider of healthcare services (including clinics, hospitals, pharmacies, doctors and other healthcare service providers).
- 1.18. **Program Terms & Conditions:** the terms and conditions under which a cover for medical services under a Healthcare Program is made available (including exclusions, limitations, Provider panel and other cover conditions).
- 1.19. **Terms of Service:** These terms and conditions applicable to the use of the M-TIBA Platform and/or the Services
- 1.20. **User:** an individual private person or legal entity, making use of our Services as a customer, business partner or otherwise. Users are also referred to as "you" and "your" and "yourself" shall be construed accordingly.
- 1.21. **User Content:** any content sent, displayed or uploaded by the User when using the M-TIBA Platform or Services.

