

GENERAL TERMS & CONDITONS FOR THE MOTHER JOURNEY PROGRAM

The following Terms & Conditions apply to the MOTHER JOURNEY TRACKER PROGRAM (“MOTHER JOURNEY”) and by enrolling for the services you are deemed to have read, understood and accepted these Terms & Conditions.

1. DEFINITIONS AND INTERPRETATION

- 1.1. MOTHER JOURNEY Account: A MOTHER JOURNEY account is a virtual account that you have on the MTIBA platform.
- 1.2. “You”, “Your”, the “Customer”: is the customer signing up for MOTHER JOURNEY, and accepting these Terms & Conditions.
- 1.3. Parties involved: PharmAccess Foundation, CAREPAY, three participating facilities (*Mwangaza Ulio na Tumaini Clinic, Patanisho Maternity & Nursing Home and Redeemed Gospel Church Health Center*) and YOU.

2. DESCRIPTION OF MTIBA

- 2.1. MTIBA is a service that aims to give Kenyans access to healthcare through a designated platform that permits payment for healthcare using their mobile phones at designated healthcare clinics and hospitals. MTIBA is an access service provided by CAREPAY, not a financial service. CAREPAY manages the MOTHER JOURNEY Account on MTIBA.

3. DESCRIPTION OF MOTHER JOURNEY

- 3.1. MOTHER JOURNEY is a benefit program provided by the PHARMACCESS FOUNDATION.
- 3.2. MOTHER JOURNEY allows Customers to be enrolled into the “MOTHER JOURNEY Account” that entitles the Customer to free maternal and newborn health services for 300 mothers (100 per facility) until 31 January 2017. The maternal and newborn health services include 4 ANC visits, Normal Delivery, 1 PNC and Immunization for the newborn, according to national and best practice guidelines. Once enrolled into MOTHER JOURNEY, customers can be able to access healthcare services at the participating facilities which are: Mwangaza Ulio na Tumaini Clinic (Korogocho), Patanisho Maternity & Nursing Home (Kayole) and Redeemed Gospel Church Health Center (Baba Dogo).
- 3.3. MOTHER JOURNEY Agents are contracted by PharmAccess Foundation.

4. ELIGIBILITY

- 4.1. To enroll in MOTHER JOURNEY You must have a mobile phone, Safaricom Simcard and an ID if you are over 18 years old and with full legal capacity and residing within the area of the MOTHER JOURNEY’ s participating facilities;

4.2. REGISTRATION/ENROLLMENT FOR MOTHER JOURNEY

- 4.3. To register for MOTHER JOURNEY you will be given information and be registered by any of the MOTHER JOURNEY Agents.

5. ACCESS TO HEALTHCARE

- 5.1. Your MOTHER JOURNEY Account can only be used at the designated participating facilities as specified in clause 3.2 of these Terms and Conditions which will have been contracted for MOTHER JOURNEY.
- 5.2. It is only possible for the MOTHER JOURNEY beneficiary to add your newborn child as dependent to your MOTHER JOURNEY Account after delivery.

6. LIMITATION AND EXCLUSION OF LIABILITY

- 6.1. Although the three participating facilities and CAREPAY 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 agree that the three participating facilities 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 three participating facilities or including industrial disputes, terrorist or enemy action, or
 - 6.2.2. 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 the MTIBA. It is expected that by using the MTIBA you will take all reasonable precautions while sending and receiving data via MTIBA.

7. TERMINATION OF THE MTIBA SERVICE

- 7.1. Either party may terminate enrollment to MOTHER JOURNEY at any moment in time as follows:
 - 7.1.1. The three participating facilities or CAREPAY can do this by sending an SMS from sender ID "MTIBA" to Your registered SAFARICOM telephone number.
 - 7.1.2. YOU can do this by exiting the MOTHER JOURNEY Account on MTIBA.
- 7.2. In case of termination, all remaining benefits in Your MOTHER JOURNEY Account, will be reverted to PharmAccess Foundation and you will no longer make use of free maternity and newborn healthcare services at the designated healthcare providers as specified in clause 3.2 of these Terms and Conditions.

8. DISPUTE RESOLUTION AND JURISDICTION

- 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 MOTHER JOURNEY.
- 8.2. All disputes arising from MOTHER JOURNEY or these Terms & Conditions will be addressed by way of amicable discussions between the parties.

9. CHANGES TO MOTHER JOURNEY

- 9.1.** Notwithstanding any other provision of these Terms and Conditions, PharmAccess Foundation and its principals reserve the right to change, suspend, remove, or disable access to any products, content, or other materials comprising a part of MOTHER JOURNEY at any time without notice. PharmAccess Foundation may also impose limits on the use of or access to certain features or portions of MOTHER JOURNEY, in any case and without notice or liability.

10. CHANGES TO TERMS AND CONDITIONS

- 10.1** PharmAccess Foundation and CAREPAY reserve the right at any time to modify these Terms and Conditions and to impose new or additional terms or conditions on MOTHER JOURNEY. Such modifications and additional terms and conditions will be notified to You. Your continued registration to MOTHER JOURNEY will be deemed acceptance thereof.

11. YOUR ACCOUNT

Don't reveal your MOTHER JOURNEY Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your MOTHER JOURNEY Account, and for all activities that occur on or through your MOTHER JOURNEY Account, and you agree to immediately notify CAREPAY of any security breach of your Account. PharmAccess Foundation shall not be responsible for any losses arising out of the unauthorized use of your Account.