MFAMASIA WEBSITE/APP TERMS AND CONDITIONS

INTEPRETTATION AND DEFINITION

Interpretation

The words which the initial letter is capitalized have meaning defined under the following conditions. The following definitions shall have the meaning regardless of whether they appear in singular or in plural.

Definitions

For the purpose of these Terms and Conditions;

- **Application**; Means the software product/program provided and owned by company hereinafter refers to Mfamasia Online which can be downloaded by any one in need of the service on any electronic device.
- **Application Store;** Means the digital distribution service operated and developed by Apple Inc.(Apple App Store) in which the Application has been downloaded.
- **Applicable Laws;** Shall mean and include all applicable statutes,enactemement,act of legislature or parliament,laws,ordinances,rule,by laws,regulation,notification,guidelines,policies and government authority
- **Account;** Shall means a unique account created for you to access our service or parts of our service.
- **Company;** Shall refers to as either the company,we,us or our in this agreement
- **Country;** Shall refers to company country.
- **Content;** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by you, regarding of the form of that content.
- **Customer;** Shall mean and include the user of this app
- **Device;** means any device that can access the Service such as computer, a cell phone or a digital tablet.
- **Feedback;** Shall means feedback, innovations or suggestions sent by you regarding the attributes performance or features of our service.
- **Service;** refers to the Website.
- **Terms and Conditions;** also means these Terms and Condition that form that form the entire agreement between a user and company regarding the use of the service
- **Parties**: Parties shall mean the Users, Mfamasia online and the App.

- **Terms of Use**: Agreement (to be used interchangeably)
- **Third-Party**: Third Party shall mean any person who is not a party to the Terms of Use, but shall not include any person for whom the services are availed by the User.

ENFORCEMENT;

The Terms of Use, as herein stated and as modified/amended/changed by the App from time to time, shall be legally binding and enforceable on all the Parties.

Nature of Service & Limitations

1. No Doctor-Patient Relationship is established between us through the use of this application.

2. We do not engage in the practice of medicine and do not provide medical consultations. We merely provide a technology platform and infrastructure that enables you to connect with participating medical practitioners listed on the Service and to use the messaging or communication facilities of the Service that are designed to enable you to communicate with others ('Communication Tools") to consult with a medical practitioner recommended to you.

3. Medical practitioners listed on the Service have executed or accepted contracts with us and have represented to us that they are duly qualified to practice medicine in Tanzania and are enrolled on the Medical Council of Tanganyika. **HOWEVER** while making of the reasonable enquiries to confirm the veracity of this representation made to us by the medical practitioners, we shall not be responsible for any misrepresentation or fraud in this regard. We do not recommend or endorse any medical practitioners or make any representations or warranties with respect to the quality of the medical services a medical practitioner may provide to you.

4. The use of the Service does not establish a doctor-patient relationship between the user and Mfamasia App. All medical consultation shall be provided to the use by the concerned medical practitioner directly and as such, the medical practitioner you consult with shall be solely responsible for compliance with all requirements applicable to his or her professional services provided to you and liable to you for all medical consultation, medical advice, diagnosis or treatment recommended or provided to the user. We shall not be responsible or liable for any defect or deficiency in the medical consultation, diagnosis or treatment recommended to you by any medical practitioner.

5. Any diet plans or advice or information that may be provided on or through the Service is for information only, does not constitute a medical opinion or advice or a diagnosis or treatment and is not a substitute for professional medical advice, diagnosis or treatment.

6. We are not responsible for the accuracy of the results of any Self – Assessment Tests made available as part the Service. These tests are solely for information purposes to suggest probable risks to users having a particular health issue and the results of the tests do not constitute a medical opinion or diagnosis. The user should consult a medical professional before acting on the results of any such tests.

7. Not for Medical Emergencies & Not a replacement for your Primary Care Physician.

8. The Service provided by Mfamasia App is NOT for use for medical emergencies, for life threatening conditions or for when you need acute care. The user should not disregard or delay to seek medical advice from their physician based on anything that appears or is provided to you by or through the Service.

9. The consultation provided to the user by medical practitioners through the Communication Tools are not intended to replace your relationship with users of the Mfamasia App primary care physician and you should continue to consult with your primary care physician and other health care professionals as needed / recommended. The users should seek emergency help or follow-up care when recommended by a medical practitioner or when the user of Mfamasia App are of the opinion that such help or care is prudent in your sole opinion.

10. Limitations of Online Consultation and Informed Consent; When you User of Mfamasia App seeking consultation with any medical practitioner using the Communication Tools made available through the Service, the user should understand the limitations and potential risk of online consultations, including but not limited to the inability to carry out a physical examination or other extensive investigations; delays or failure arising from the

disruption of communication devices or Communication Tools; the insufficient quality of information transmitted online, lack of access to your medical records or medical history amongst others and the inherent risks of breach of privacy associated with sharing your sensitive personal information or medical information through the Communication Tools. You take full responsibility for ensuring that any information you submit is complete and accurate and understand that the medical practitioner relies solely on information provided by you. We shall not be responsible for any errors in transmission or for the corruption or compromise of any information communicated over telecommunication services. Therefore, before sharing any information or acting on any information or advice offered to you by or through the Service, you should confirm that you have understood and accept the associated limitations and risks and agree that you are not using the Service as a substitute for consultation with your primary care physician.

11. The transmission, storage and/or retrieval of data and information and the provision of the Service through the internet is subject to a variety of factors beyond our reasonable control, including any interruption or unavailability of third-party telecommunication services used to host / provide the Service. In no event will we be liable for any failure or interruption of the Service, including without limitation those failures or interruptions resulting in part or entirely from circumstances beyond our reasonable control.

12. Without prejudice to the above, a medical practitioner may, in his or her sole discretion and professional judgment, determine that the online consultations through the Service are not appropriate for some or all of your needs and, accordingly, may elect not to provide services to you through the Service.
13. No Sale or Offer to Sell Drugs /Medicines; We do not distribute, sell, stock, exhibit or offer for sale any drugs or medicinal preparations and merely allow you to use the functionality offered by the Service to transmit orders for drugs / medicinal preparations to third party pharmacies through us and pay for your purchases through us. If you are the customer of a third-party online pharmacy that has in turn referred you to one of our participating medical practitioners for a consultation, you hereby consent and authorize the concerned medical practitioner and us to transmit any prescription/s that may be issued to you pursuant to your consultation, to the said third party online pharmacy. All offers for sale; orders and the sale of drugs / medicinal preparations shall be between you and the concerned third-party pharmacy and we shall not be a party to the said transaction. Therefore, we shall not be responsible or liable for any defect or deficiency in the goods or the service provided to you by a pharmacy.

14. Pharmacies who we deal with have represented to us that they are duly qualified and licensed to sell drugs and medicinal preparations as per applicable law in Tanzania. While we make reasonable enquiries to confirm the veracity of this representation made to us by the pharmacies, we shall not be responsible for any misrepresentation or fraud in this regard. We do not recommend or endorse any pharmacy or make any representations or warranties with respect to the quality of the drugs or medicinal preparation they may sell to you or their services in relation to the sale/purchase transaction.

15. Medical practitioners may prescribe medications when medically indicated in their sole professional judgment. In the event that a medical practitioner does prescribe a medication, it will be his/her duty to comply with all applicable laws and we advise them to prescribe a medication as determined appropriate in his/her sole discretion and professional judgment. You agree that any prescriptions that you acquire from a medical practitioner by/through the Service shall be solely for your personal use. You agree to fully and carefully read and follow all instructions provided to you by the medical practitioner and all product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

16. The third-party may require the user of the application you to produce clear and valid prescriptions as required by law for the sale of drugs / medicinal preparations to you.

17. User understands and agrees that the App is merely a technology platform and the medicines and pharmaceutical products are sold by respective Merchants. App shall not be held responsible in any manner for any error or omission or act committed on part of the Merchant.

LIMITATION ON THE USE OF THE SRVICE

- If the User agree to use the Service (including the Communication Tools) only in accordance with these Terms and all applicable laws. The user should not use the Service in any manner that could damage, disable, overburden or impair our computer systems or interfere with any other party's use and

enjoyment of any Service. The user should not attempt to gain unauthorized access to any Service. The user may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.

- Without prejudice to the above, you agree not to host, display, upload, modify, publish, transmit, update or share any information that:

  i) belongs to another person and to which you do not have any right
  ii) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  iii) harm minors in any way;
  iv) infringes any patent, trademark, copyright or other proprietary rights;
  v) violates any law for the time being in force;
  vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  vii) impersonates another person;
  viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
  ix) Threatens the unity, integrity, defense, security or, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
  x) You are solely responsible for all information you transmit or share using the Communication Tools and we are not obliged to monitor the same. However, we reserve the right to review any information or materials you share using the Communication Tools and to remove (without notice to you) any information or materials that we find, in our sole discretion, violates any applicable law or these Terms. To this extent, you hereby waive doctor-patient confidentiality and expressly authorize us to review all information you transmit or share using the Communication Tools. In the event of non-compliance with the Terms, we may (without notice to you), immediately terminate your registration with us and/or prevent your access or use of the Service.

USER COMMUNICATION

The user will receive information via What Sapp and SMS on the mobile number provided while availing the services on Mfamasia online. This will help Mfamasia Online to send reminders, order statuses, booking reminders and other relevant information. Users accept the nature and risk associated with such communications.

FAIR USAGE POLICY

The Services of Mfamasia online cannot be used for personal gains or in conjunction with any commercial activity including but not limited to using on the application. Mfamasia online reserves the right to limit, suspend, disable or discontinue your Service in the event that it is discovered that the Service is being used in conjunction with any commercial activity including but not limited to using on the application or for commercial gains or misuse of service for not intended purpose.

TERM OF USE

Without limiting any other provisions of these Terms, you may not use this Application for any purpose that is unlawful or prohibited by these Terms and/or any applicable additional terms. Your access of this Application may be terminated immediately, in our sole discretion, with or without notice, if you fail to comply with any provision of these Terms and/or additional terms, or for any other reason, or no reason.

Payment for Service

- Some parts of the Service are chargeable as may be specified from time to time. We will tell you about applicable charges for any paid Service and the payment terms presented to you when you use or order a paid Service are deemed part of these Terms of Use. As a convenience to you, we also collect payments due to medical practitioners, pharmacies and diagnostic laboratories / centers for their services that you avail or book through the Service. Subject to receipt of the payments from you, we will be responsible to pass on the payments due to these third parties. We reserve the right to change our charges and payment terms at any time provided however that the new charges will not be applicable to orders accepted before the change is notified. If you don't pay for paid Service on time, we reserve the right to suspend or cancel your order for the said Service or to not provide you with the ordered Service. We shall not be responsible for any Service that is not provided to you if you fail to pay the applicable charges for the same. Charges paid are non-refundable except in our sole discretion.

- We use a third-party payment gateway for processing payments due to us. The processing of payments will be subject to the terms, conditions and privacy policies of the payment gateway, in addition to these Terms. We don't control and are not liable for the security or performance of the payment gateway. You agree to pay us, through the payment gateway, all charges at the rates then in effect for any purchase in accordance with the applicable payment terms. We reserve the right to correct, or to instruct our payment gateway to correct, any errors or mistakes, even if payment has already been requested or received.

- We do not store any payment details including but not limited to net banking, Credit card or Debit card details.

WEBSITE SECURITY

The App shall undertake necessary processes to secure the data provided by the User. The App currently, encrypts the data provided with 256-bit encryption and stores it in a private cloud with SSL Security Protocols.

PRIVACY

i.) The Parties shall not disclose any sensitive personal data or personally identifiable data to a Third-Party unless such disclosure is mandated by the law in force or by an Order of any jurisdictional Court of law or forum or regulatory authority or any enforcement judicial or quasi-judicial body. The Parties shall be required to send a notice to the relevant party when data other than sensitive personal data or personally identifiable data is to be disclosed to a Third Party. Your data will be processed by us as per applicable laws and our privacy policy available at our website.

ii.) The App shall diligently undertake processes and procedures to protect the privacy of the data collected from the User.

iii.) The App shall not be liable for the disclosure of sensitive personal data or personally identifiable data by the User

iv.) The App shall not be liable for the disclosure of sensitive personal data or personally identifiable data caused due to circumstances beyond the control of the App.

REFUSAL SERVICES

The App reserves the right to refuse its services to any of the Parties for any reason whatsoever.

The App also reserves the right to refuse services if the User fails to adhere to or violates the Terms of Use or any change/amendment/modification made to the Terms of Use or does any act or omission including but not limited to resulting in harassment or misconduct by the User.

In the event that the User has availed the services of the App to secure an appointment with the HCP and subsequently the HCP refuses to provide his/her services to the User, the App shall not be held liable.

In the event User makes avail the App to unauthorized

Users other than what is agreed in the App.

In the event the Patient is not present himself or herself while availing the Services vide the App, Passers may refuse to provide the Services to the representative of the Patient, if any, except when the presence of such Patient is not possible due to medical reasons or if the said Patient is legally incompetent to avail the Services by himself or herself.

TERMINATION

The App shall have the right to terminate the contract if the User violates the Terms of Use as stated herein.

The App further reserves the right to terminate the contract with the User without any further liability for whatsoever reason stated under the Terms of Use and hereunder including but not limited to:

- Violation of the laws in force;
- Complaints of indecent behavior;
- Providing fraudulent and/or misrepresented information/details;
- Suspicion of any illegal activity being conducted;
- Any other activity which is punishable by law.
- Alleged misconduct or harassment.

The App shall retain the right to terminate this agreement for convenience, with or without giving notice to the User.

THIRD PART LINKS AND ADVERTISEMENT

- The Service may contain links to third party websites/applications and third-party advertisements that are not maintained or controlled by us. Third party links and advertisements are provided for your convenience only and does not imply endorsement or any representation or warranty by us to content, goods or services that may be offered by these third parties.
- When you click on any of these third-party links, you are leaving the Service and will be subject to the terms of use and privacy and security policies of

the third-party site. You link to any such third-party website /applications entirely at your own risk.

No Warranty

The App shall not undertake warranty for any loss/damage/injury caused to the User or to any other person for whom such services were availed, in the course of care and treatment provided via Mfamasia online platform.

The information provided in any of the Mfamasia online videos (and advertisements) are for general information purposes only and provided in good faith. Mfamasia online makes no representation or warranty, express or implied regarding accuracy, adequacy and validity of this information

Indemnification

Each Party (Indemnifying Party) shall indemnify the other Party (Indemnified Party), any damage, loss or harm caused by negligence, fraud, misrepresentation or wilful misconduct of the Indemnifying Party amounting to breach of the Terms of Use, from and against any action, claim or proceeding brought by a Third-Party.

Nothing in this Terms of Use shall be taken to exclude or limit User's liability under or arising out of the Terms of Use or use of the App whether based in contract, tort (including negligence and strict liability) or otherwise to the extent that such liability cannot be excluded by law.

Entire Agreement

The Terms of Use shall comprise the entire agreement between the Parties and shall define the rights and obligations of the respective Parties with regard to the subject-matter of the Terms of Use.

The Terms of Use shall override and extinguish any previous agreements and understandings among the Parties, whether oral or written, in relation to the subject matter hereof.

Assignment

The Parties to this Agreement shall not transfer their rights or obligations, either in whole or in part, as envisaged in the Terms of Use to a Third Party without the explicit written consent of the other concerned Parties to this Agreement.

Notices

The Parties shall be required to communicate any notices, requests, demands and/or other communications related to the subject-matter of the Terms of Use with the other Party in writing, either by post or by electronic mail.

The said written communication shall be deemed to be complete and effective:

i) as against the Party who sends it - at the time when the said communication is transmitted;

ii) as against the Party to whom it was sent - at the time when the said communication is received.

The said communication shall contain the name, contact number, and address of the Sender.

JURSIDICTION, ARIBITRATION AND MEDIATION

The disputes arising in relation to the subject matter of the Terms of Use shall be first submitted to the Board of Mediation and Arbitration HOWEVER The award by the said Arbitrator shall be final and binding to all the parties herein.

That if the issue will not resolved by The Board, the parties shall send the matter to the Court of Law.

CONDIDENTUALITY

The Parties acknowledge and agree that any information provided in relation to the User's sensitive personal information or personally identifiable information shall be confidential. Such confidential information shall not be communicated to a Third Party without the consent of the User unless

- Such information is already accessible in the public domain;
- Such information is mandated to be disclosed by any relevant laws, government mandates or Court orders;
- Such information is required to be disclosed by the App to its legal counsel who shall, in turn, be bound by the confidentiality clause as envisaged in this agreement.

CHANGE/AMENDMENTS/MODIFICATION

The App reserves the right to effect any change, amendment or modification to the Terms of Use, with or without notice to the User. The said change, amendment or modification shall be applicable to and enforceable by all the Parties as a part of the Terms of Use, from the date such change, amendment or modification is published by the App.

The Terms of Use prior to the change, amendment or modification shall cease to exist and shall be deemed to be supplanted by the changed, amended or modified Terms of Use. The changed, amended or modified Terms of Use shall thereafter govern the rights and obligations of the Parties.

FORCE MAJEUR

The App shall not be liable for any delay caused in performance or non-performance of any part of the Terms of Use arising out of circumstances beyond the control of the App and not due to willful misconduct, fraud, misrepresentation or negligence of the App.

The circumstances beyond the control of the App shall deem to include, but is not limited to, interruptions, difficulties, loss or malfunction of utilities, software or hardware; Acts of God; Civil Unrest; War; etc.

DISCLAIMERS

A. Website Disclaimer

The information provided by ("we," "Mfamasia online," "us," or "our") on http://www.mfamasiaonline.com and our mobile application (Together referred as Website/Application) is for general informational purposes only. All information on the Website is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Website. Under no circumstance shall we have any liability to you for any loss or damage of any kind incurred because of the use of the Website or reliance on any information provided on the Website and our mobile application. Your use of the Website and your reliance on any information on the Website and is solely at your own risk.

B. External Links Disclaimer

The Website may contain (or you may be sent through the Website or our mobile application) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

C. Professional Disclaimer

Mfamasia online respects your right to choose the hospital that meets your needs. Information contained about the partner hospitals and other healthcare professionals on the Website, including but not limited to the overview of the hospital, the facilities it provides and its location, is provided by those partner hospitals. We have taken reasonable care and steps to ensure that any information regarding each healthcare provider is correct, however, we do not make any representation or warranty as to the accuracy of the information about the partner hospitals.

mfamasia online does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by partner hospital or other healthcare professionals, each of whom is responsible for the services and compliance with the requirements applicable.

Mfamasia online does not endorse any medical practice, other healthcare professionals, or partner hospitals available on our Application. Any statements, programs, opinions, or other information that may be provided to you by a healthcare professional, or partner hospital, are solely attributable to that healthcare professional, or partner hospital and not to us. Reliance on any information provided through Services and/or on our Application is solely at your own risk. Mfamasia online makes no representations or warranties as to the conduct, ability or efficacy, accuracy, completeness, timeliness or relevance of the information provided by any healthcare professional, partner hospital and/or the services provided by the healthcare professional, partner hospital featured through the Services and/or on our Application.

D. Testimonial Disclaimers

The Website may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. Your individual results may vary.

The testimonials on the Website are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Website verbatim as given by the users, except for the correction of grammar or typing errors.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions and individual providing testimonials should not be held liable for the content of their testimonies.

The testimonials on the Website are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent, or otherwise be used for any disease or medical condition. By reading or relying on the testimonials, you acknowledge and agree that they are not a substitute for professional advice or evaluation, and you use the information at your own risk.

LEGAL COMPLIANCE

The Parties shall comply with all relevant laws, bye-laws, rules, regulations, orders, notifications, judgments and decrees in force, applicable to it and its business operations enforced either by the Government of Tanzania in their respective jurisdictions.

GRIEVANCE REDRESSAL

- If you have any concern or grievance with respect to the Service, please e-mail us at info@mfamasiaonline.com and we will study the matter and take such action as we deem appropriate under the circumstances.
- I have read and understood these Terms of Use (including the Privacy Policy and other notices on the Website / App) and agree to all of the provisions contained therein.