

## TERMS OF USE

### 1. AGREEMENT

- i. It is important You read all the following terms and conditions carefully. These terms and conditions (“Terms of Use”) constitutes a legal binding agreement (“Agreement”) between You and Mobile Uurka and shall apply to and govern Your visit to and use, of the Site/Application (whether in the capacity of an user or a Practitioner) and any of its Services whether through a computer or a mobile phone as well as to all information, recommendations and or Services provided to You on or through the Site/Application.
- ii. By visiting or using any Mobile Uurka website, Site/Application or the Services provided on any Mobile Uurka’s Site/Application You agree to be bound by the Terms of Use of this Agreement. If you do not accept these Terms of Use, you must not access or use the Site/Application.

### 2. DEFINITIONS

In this Agreement, the following words shall be assigned the below meanings:

- i. **“Account”** shall mean the account created by the Customer on the Application for availing the Services provided/facilitated by Mobile Uurka.
- ii. **“Applicable Laws”** shall mean and include all the Kenyan applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of Kenya.
- iii. **“Application”** shall mean our mobile application and/or website as updated by Mobile Uurka from time to time.
- iv. **“Customer/ You/User”** shall mean and include:
  - a. A medical practitioner or healthcare provider (whether an individual professional or an organization) or similar institution wishing to be listed, or already listed, and providing healthcare services, on the Site/Application,

- including designated, authorised associates of such practitioners or institutions (“**Practitioner(s)**”); or
- b. A patient, being or not being sponsored/promoted by the Practitioner (s) to utilise the Services through the Site/Application, his/her representatives or affiliates, using the Services through the Site/Application; or.
  - c. Otherwise a user of the Site/Application who has an Account on the Site/Application (“**End User**”).
  - d. A visitor of the Site/Application.
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- v. “**Mobile Uurka**” or “**us**” or “**we**” or “**our**” shall mean Mobile Uurka Limited, a company incorporated under the provisions of the Companies Act, 2015, Laws of Kenya and or Registration Number **PVT-27U5DK8Z**, which expression shall where the context so admits be deemed to mean and include all its successors, affiliates and permitted assigns.
  - vi. “**Registration Data**” shall mean and may include the present, valid, true and accurate name, email address, National Identity Card Number, phone number and such other information as may be required by Mobile Uurka from the Customer from time to time for registration on the Application/Site.
  - vii. “**Services**” shall mean the various categories of Services made available through the Site/Application.
  - viii. “**Site**” shall mean the Application and the website operated by Mobile Uurka or any other software that enables the use of the Site/Application or such other URL as may be specifically provided by Mobile Uurka.
  - ix. “**Submissions**” shall mean any patient identification and/or health related information, materials, images submitted and/or uploaded by the Practitioner on the Application/Site.

### 3. **SITE USE**

- i. We may ask You to provide accurate Registration Data to create an Account in order to use the Site/Application or some of its features, or our Services. If we believe that

Your Registration Data is incorrect or incomplete, we may prevent You from accessing the Site/Application and Our Services, terminate or suspend Your Account, or otherwise limit or restrict Your use of Our Services.

- ii. You are responsible for ensuring that all persons who access the Site/Application through Your internet connection are aware of these Terms of Use and that they comply with them.

#### **4. SECURITY**

- i. To use and/or access the Site/Application you will be required to create an Account and provide Registration Data. You agree to keep Your Registration Data confidential and secure.
- ii. You agree to accept responsibility for all activities that occur under Your Account, and to notify Mobile Uurka immediately if the confidentiality of Your Account is compromised. We will not be liable for any loss that You may incur as a result of someone else using Your Account because of your complicity or negligence or fraud.
- iii. To protect the security of the Site/Application and Your Account, we may terminate or suspend Your Account, change your user name or password, request additional information before we authorize transactions on your Account, or take other reasonable actions.
- iv. By visiting or using any Mobile Uurka website, Site/Application or the Services provided on any Mobile Uurka's Site/Application You consent to the collection and processing of Your Registration Data for the purpose of accessing Our Services or for such other legal purpose including processing on the basis of legitimate interest, fulfillment of contractual obligations or fulfillment of a legal obligation.

#### **5. PROHIBITED USES**

- i. You agree not to:
  - a. Use the Site/Application in any way that breaches any Applicable Laws;
  - b. use the Site/Application or its contents for any purpose that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - c. resell any aspect of the Site/Application or Services available on it;

- d. bypass or circumvent measures we may use to prevent, interfere, or limit access to the Site/Application or any Mobile Urka system or network;
- e. use the Site/Application to send altered, deceptive or false source-identifying information;
- f. spam other users or take other actions that may affect the operation or enjoyment of the Site/Application by other users;
- g. access, monitor or copy any content or information on the Site/Application using any robot, spider, scraper or other automated means or any manual process;
- h. decompile, disassemble or reverse engineer any of the software or content used in any part of the Site/Application or any Mobile Urka system or network;
- i. send a virus or use any malicious or harmful programs or techniques or computer code designed to adversely affect the operation of the Site/Application or any computer software or hardware;
- j. overload or crash the Site/Application or any Mobile Urka server or network;
- k. engage in excessively high volume data transfers or bandwidth use, including without limitation by hosting a web server, internet relay chat server or any other server via any use of the Site/Application;
- l. to transmit, or procure the sending of, unsolicited or unauthorised advertising or promotional material or any other form or similar solicitation (spam);
- m. attempt to gain unauthorised access to the Site/Application, the server on which the Site/Application is stored or any server, computer or database connected to the Site/Application; or
- n. infringe the copyrights or intellectual property rights of Mobile Urka or others.

## **6. SUBMISSIONS OF INFORMATION BY THE PRACTITIONERS**

The Site/Application have features that let the Practitioner submit content such as patient health and identification information.

In relation to any such patient's information and other materials the Practitioner shall submit via the Site/Application ("Submissions"), the Practitioner:

- i. Agree to only post, upload or submit Submissions that are appropriate and related to the purpose of the Site/Application.
- ii. Represents that you own or control all of the rights necessary and/or have obtained the patient's consent to post, upload or submit the Submissions for purpose of the use of the Services on the Site/Application.
- iii. By posting Submissions that contain images, photographs, pictures or that may otherwise be graphical in whole or in part ("Images"), you represent that each person depicted in any Image, if any, has provided consent to the distribution, public display and reproduction of any Image.
- iv. Is fully responsible for any damage or harm resulting from your Submissions, and we assume no liability for Submissions posted or submitted by you or other users.
- v. Acknowledges that Mobile Uurka assume no responsibility for the deletion of, or failure to store or otherwise provide access to Submissions submitted by you and you are solely responsible for securing and backing up your content.
- vi. You agree not to post, upload, submit:
  - a. any unlawful, threatening, violent, discriminatory, libelous, defamatory, obscene, or other material or content that is otherwise objectionable to us in our sole discretion;
  - b. any commercial material or content (including, for example, funding solicitations, advertising, or marketing any good or services);
  - c. any information you are prohibited from transmitting by contract or confidential relationship;
  - d. any material that exploits or harms minors (any person under the age of eighteen (18) years), intentionally or unintentionally, including by exposing minors to content that is inappropriate, providing minors' personally identifiable information, or seeking to obtain personally identifiable information from minors;
  - e. any information, material intended to bully, insult, intimidate, humiliate, harass, alarm or embarrass any person;
  - f. any material that could harm Mobile Uurka's reputation;

- g. any material that infringes, misuses or violates any copyright, trademark, patent right, trade secret or other proprietary right of anyone, including rights of publicity and privacy;
- h. any material, information that impersonates any person or misrepresents your identity or affiliation with any person;
- i. any material or information that advocates, promotes, incites any party to commit, or assist any unlawful or criminal act; and
- j. content that contains computer viruses, worms, or other potentially damaging computer programs or files.

## 7. **INTELLECTUAL PROPERTY RIGHTS**

- i. Except for Submissions, the Site/Application and its content, software, and services (together, **“Materials”**) are the property of Mobile Urka and is protected by copyright, and other proprietary or intellectual property rights (**“Intellectual Property Rights”**). We reserve all of our Intellectual Property Rights in the Materials.
- ii. The trademarks, service marks, logos, designs, icons, graphics, product and service names, company names and other source identifiers displayed or presented on the Site/Application are registered or unregistered trademarks of Mobile Urka and may not be copied, imitated or used, in whole or in part, without prior written permission of Mobile Urka or their relevant owners.
- iii. All software embedded in or integrated into the Site/Application including, without limitation, all computer code of all types, including all files and/or images contained in or generated by such software (**“Software”**) is protected by copyright and may be protected by other intellectual property rights. All such Software is owned by Mobile Urka.
- iv. You are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable and non-sub-licensable right to access and use the Software embedded and integrated into the Site/Application subject to:
  - a. the terms and conditions of this Agreement; and
  - b. any additional conditions which may be imposed on your access and use of such Software.

- v. Other than the limited right granted herein, nothing contained in the Application/Site shall be construed as granting you any right, title, interest, or other licence in or to any Software embedded or integrated into the Application/Site or made available for download from the Application/Site, including, but not limited, to any Intellectual Property Rights in the Software.

## **8. INFORMATION**

Mobile Urka does not warrant, guarantee or represent, whether express or implied, that the content on the Site/Application is accurate, complete, or current. Mobile Urka reserves the right to correct any inaccuracies or omissions on the Site/Application to revoke any offer, to cancel your request, and to take any other actions it deems reasonable or necessary to rectify the error.

## **9. WARRANTY DISCLAIMERS**

- i. The Site/Application is provided on an “as is” and “as available” basis without warranties or covenants of the Site/Application, any Materials included on, downloadable from or otherwise accessible via the Site/Application or any Services available via the Site/Application, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, accuracy, completeness, reliability, and non-infringement.
- ii. Mobile Urka does not represent or warrant that access to the Site/Application will always be available or be uninterrupted, free from unauthorized access, including third party hackers or denial of service attacks. Mobile Urka may without notice at any time suspend or withdraw or restrict the availability of all or any part of the Site/Application for business and operational reasons.
- iii. All software embedded or integrated into the Application/Site is provided “as is,” without warranties of any kind, either expressed or implied, including, without limitation, any warranty (a) that the software is of merchantable quality and/or is fit for any particular purpose; (b) that the software will conform with any specification(s) relating to the software; (c) that the software will be free from material defects or error free; (d) that the software contains no computer viruses, malicious code or other

- contaminants; or (e) that the software shall work without causing any processing interruption or abnormal termination.
- iv. Mobile Uurka does not authorize anyone to make a warranty of any kind on its behalf and you may not rely on any such statement of warranty.
  - v. Mobile Uurka does not guarantee that the Site/Application will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access the Site/Application and to use your own virus protection software.
  - vi. Nobody may establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise (collectively referred to as linking), to the Site/Application or any subsidiary pages before receiving Mobile Uurka's prior written approval, which may be withheld or granted subject to the conditions Mobile Uurka specifies from time to time.

#### **10. LIMITATIONS OF LIABILITY**

In no event shall Mobile Uurka be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, regardless of the type of claim or legal theory asserted, arising out of or in any way connected with:

- a. the use of or inability to use the Site/Application;
- b. the uploading of any Submissions on the Site/Application;
- c. the use of or reliance of any content and/or Services made available through the Site/Application; or
- d. any claim attributable to errors, omissions, or other inaccuracies in the Site/Application.

#### **11. INDEMNIFICATION**

- i. Neither Mobile Uurka or its directors shall be responsible for, and they hereby disclaim all liability for, any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the Site/Application and/or any information



contained on or received via the Site/Application, your use of the service/s and/or your reliance on any information offered via the Site/Application and service/s.

- ii. You agree to indemnify, defend, and hold harmless Mobile Urka, and our officers, directors, employees, agents, licensors and suppliers from and against any claims, causes of action, demands, losses, expenses, damages, penalties or other costs, including but not limited to reasonable attorneys' fees, brought by third parties as a result of:
  - a. your violation of these Terms of Use;
  - b. your use of the Site/Application;
  - c. any Submissions you submit/upload on the Application/Site;
  - d. your violation of any law or the rights of a third party.

## **12. GENERAL**

- i. These Terms of Use are governed by and will be enforced under the laws of the Republic of Kenya.
- ii. You irrevocably agree that the courts of Kenya shall have exclusive jurisdiction to settle any dispute, controversy or claim that arises out of or in connection with these Terms of Use.
- iii. You agree that these Terms of Use and any other electronic agreement, notice, or other communication that we provide to you meets any legal requirement that such communication be in writing.
- iv. We may transfer our rights and obligations under these Terms of Use to any person without any notice to you.
- v. We may change these Terms of Use without advance notice. Please visit the Site/Application periodically to see the most current Terms of Use that govern your use. The amended terms will be made available on the Site/application. Each time you access the Site/Application, you agree to be bound by the terms that apply at that time. Mobile Urka makes reasonable effort to update the information provided on the Site/Application on a regular basis.
- vi. If you do not accept these Terms of Use, please do not continue to use the Site/Application. Please note that the terms and conditions stated in these Terms of Use refer to the use by you of the Site/Application and they do not replace any

commercial agreement concluded between you and Mobile Uurka for the provision of any service.

- vii. If any part of these Terms of Use is determined to be invalid or unenforceable for any reason under relevant law, then that part will be deemed replaced with a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining Terms of Use will continue in full force and effect.
- viii. Mobile Uurka's failure or delay to enforce strict performance of any part of these Terms of Use does not waive any of our rights nor does partial exercise of its rights or remedies.
- ix. When we consider that a breach of these Terms of Use has occurred, we may take such action as we deem appropriate including, but not limited to, (i) issuing a warning to you, (ii) immediate, temporary or permanent withdrawal of your right to use the Site/Application, (iii) immediate, temporary or permanent removal of any Submission uploaded by you to the Site/Application, (iv) institute legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach or take such other legal action against you as we consider appropriate, or (v) disclosure of such information to law enforcement authorities as we consider necessary or as required by law. We exclude our liability for all action we may take in responses to breaches of these Terms of Use.
- x. You agree that these Terms of Use constitute the entire agreement and supersede any proposal or prior agreement, oral or written, and any other communications between you and Mobile Uurka relating to the subject matter of these Terms of Use. These Terms of Use as the same may be amended from time to time, will prevail over any subsequent oral communications between you and the Site/Application and/or Mobile Uurka.
- xi. For any communications to Mobile Uurka, please contact 0702227101 or [support@mobileuurka.com](mailto:support@mobileuurka.com)