

TERMS & CONDITIONS

We hope you love using LyfPlus. We really do. This document contains important information that you need to consider before making an important decision.

Last Updated on February 21, 2020.

The following terms and conditions constitute an agreement between you (“client” or “patient” or “user”) and LyfPlus Limited (“LyfPlus,” “we,” or “us”), the operator of www.lyfplus.co.tz/ or www.lyfplus.com/ (the “Site”) and its other products, together referred to as (“platforms”, “products” or “services”).

These terms and conditions also apply to the agreement between LyfPlus Limited (“LyfPlus Limited”) and the customer/patient who registers as an Account holder (the “Account Holder”) regarding LyfPlus Limited’s provision of the account (the “Account”) and related services on the technical platform for Account Holders and healthcare providers (“Healthcare Provider” or “providers”) that LyfPlus Limited provides in the application for Android (the “App”) as well as on the Site www.lyfplus.co.tz/ or www.lyfplus.com/

These terms and conditions (the “Terms and Conditions”) govern your use of the Site, both as a casual visitor and as a registered user.

BY USING THE SITE, AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU AGREE TO THESE TERMS AND CONDITIONS, including that you consent to the information practices disclosed in our Privacy Policy, which is incorporated herein by reference, and that you consent to resolve any dispute that you may have with us, or the Site in Dar es Salaam Tanzania. Please note that we offer the Site "AS IS" and without warranties. If you are registering an account or using the Site on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms and conditions on such individual's or entity's behalf.

1. About the Site

Everything we offer on the Site is referred to in these Terms and Conditions collectively as the “Services”. Some of which is on the Site accessible without registering with us, but to actively participate or store your information, you must register as a member and authorize the use and disclosure of your personal and health information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy.

You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, “Information”) that is provided to you on the Site (including Information provided in direct response to your questions or postings) may be provided by individuals in the medical profession, the provision of such Information does not create a physical medical professional-patient relationship and does not serve as an alternative for physical doctor-patient consultation but is provided to assist you in accessing appropriate medical services from qualified medical professionals.

2. We Are Only Facilitators of Medical Services

LyfPlus is an intermediary service between Clients and Healthcare Providers. We only facilitate provision of medical services from Healthcare Providers to Clients through our products and services, and should therefore NOT be regarded as a Healthcare Provider. The agreement between the Account Holder (the Client) and LyfPlus Limited is therefore strictly a service agreement pertaining to the provision of a technical solution. LyfPlus Limited is therefore not responsible for the nature or quality of medical services provided by Healthcare Providers facilitated through its platforms, products or services.

3. We Facilitate Virtual Medical Care between Healthcare Providers and Clients

THE INFORMATION OBTAINED ON THE SITE AND IN ANY OTHER COMMUNICATIONS OR PLATFORMS FROM OR PROVIDED THROUGH LYFPLUS IS NOT INTENDED TO BE A SUBSTITUTE FOR AND DOES NOT REPLACE, **REAL/PHYSICAL** MEDICAL CARE, PROFESSIONAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, HESITATE, AVOID OR DELAY OBTAINING REAL MEDICAL TREATMENT FROM QUALIFIED HEALTHCARE PROFESSIONALS BECAUSE OF INFORMATION YOU OBTAIN FROM THE SITE, MOBILE APPS OR ANY OTHER LYFPLUS PLATFORMS. DO NOT USE THESE PLATFORMS FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY PLEASE CONTACT APPROPRIATE PROVIDERS OF SUCH SERVICES. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE REAL PRACTICE OF MEDICINE OR THE PROVISION OF REAL MEDICAL CARE OR AN ALTERNATIVE FOR PHYSICAL DOCTOR-PATIENT CONSULTATION.

The Information that you obtain or receive from LyfPlus, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Site is for informational purposes only. All medically related information comes from independent health care professionals and organizations. If you submit a medically related question to LyfPlus, the answers are (i) provided by independent health care professionals and organizations, (ii) for informational purposes only, and (iii) do not establish any physical patient-doctor relationship or serve as an alternative for physical doctor-patient consultation.

4. LyfPlus is Not a Substitute or Alternative for Physical/Real Doctor-Patient Consultation

NO PHYSICAL MEDICAL PROFESSIONAL-PATIENT RELATIONSHIP SHOULD BE ESTABLISHED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF THE SITE OR ANY OTHER LYFPLUS PRODUCT NOR SHOULD THESE PLATFORMS BE USED AS AN ALTERNATIVE FOR PHYSICAL DOCTOR-PATIENT CONSULTATION OR THROUGH ANY OTHER COMMUNICATIONS FROM LYFPLUS INCLUDING, BUT NOT LIMITED TO, THE “FIND A PROVIDER” AND/OR THE “LYFPLUS QUESTIONS AND ANSWERS (FORUMS)” FEATURES, LINKS TO OTHER SITES OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE MEDICAL PROFESSIONAL OR SPECIALIST IN ANY FIELD.

5. LyfPlus’s responsibility

LyfPlus Limited is only responsible for the operation of the Site, mobile Apps and its other subsidiary products, which comprises the provision of appointment booking and communication services between Account Holders or Users with Healthcare Providers and related services, such

as storing information provided by Account Holders and LyfPlus Limited. LyfPlus Limited is not responsible for healthcare, information or recommendations that are provided by the Healthcare Provider to the Account Holder in writing, voice, images, video or other means.

LyfPlus Limited is responsible for ensuring the compliance of the Site and its' other products with regulations electronic commerce and other services. LyfPlus Limited takes no responsibility for loss of data.

LyfPlus Limited is responsible for storing and making accessible the Account Holder or User's description of symptoms and other information submitted by the User or Healthcare Provider.

LyfPlus Limited is not responsible for content that has been linked to or from the Platforms (the Site or Mobile Apps).

LyfPlus Limited aims to ensure the continued high availability of its platforms. The Account Holder or User should be provided with a reasonable possibility to visit the platforms during any time of the day. The Account Holder or User can book an appointment in accordance with the available time slots in the booking system in the Site or Application. The Account Holder or User can book an appointment at a specified date and time (slot) as provided the Healthcare Provider.

LyfPlus Limited does not assume responsibility for disruptions of availability that result from:

- a) errors/problems with the Account Holder or User's hardware/equipment, network, software or errors in software that is part of a third-party product and that LyfPlus Limited, despite attempts to prevent and rectify, cannot avoid;
- b) other circumstances that the Account Holder or User is responsible for according to the agreement;
- c) virus on the device used or other security threat that, despite LyfPlus Limited's preventive efforts disrupt the service;
- d) circumstance that constitute force majeure in accordance with article 6 below.

Disruptions or errors in the Platforms (the Site and Mobile App) should be reported without delay to LyfPlus Limited's customer service at support@lyfplus.com (open 24 hours) or by calling +255 745 247 261 (available 8 a.m - 8 p.m. on weekdays with the exception of national holidays).

Errors will as a first resort be rectified through error recovery, if this can be done without unreasonable cost or inconvenience for LyfPlus Limited. LyfPlus Limited reserves the right to rectify the error at its own expense under the condition that this can be done without unreasonable cost or inconvenience to the Account Holder or User. If error recovery cannot be executed, the Account Holder or User has a right to obtain a discount and, with the limitations below, compensation for any potential proven, direct damage caused.

LyfPlus Limited is not responsible for errors that occur due to the Account Holder/User or any condition that the Account Holder/User is responsible for. Furthermore, LyfPlus is not responsible for any personal damages or consequences that could result, directly or indirectly, from the use or misuse of the information provided, presented or directed to through the Platforms. LyfPlus Limited's responsibility is under all circumstances limited to proven, direct damage and compensation is limited to a maximum sum of one million (1,000,000/=) Tanzanian Shillings only. LyfPlus Limited is therefore not accountable for consequential damages, loss of profit or expected saving and/or other indirect damages.

6. Force Majeure

LyfPlus Limited does not make any compensation for damages incurred by a strike, fire, government authority action, labour disputes, accidents, errors or delay by subsidiaries, closures or malfunctions of public communication systems or other circumstances and consequences that are beyond LyfPlus's control, that LyfPlus cannot reasonably account for and that LyfPlus could neither avoid nor control. In the event a circumstance that falls under this article remain following a period of one (1) month, both parties have the right to terminate the agreement, effective immediately. In this event, the Account Holder or User is entitled for a refund of any pre-paid fee for a service that is yet to take place.

7. Authorization and Acknowledgement; Important Information about Provider Relationships and Lists

In connection with using the Site and the Services to locate and schedule appointments with medical professionals, you understand that:

- YOU ARE ULTIMATELY RESPONSIBLE FOR CHOOSING YOUR OWN PROVIDER.
- LyfPlus selects and lists licensed Providers on the Site pursuant to a contractual agreement with the Providers.
- Providers also list their healthcare professionals or doctors on the Site whom practice in their hospitals, clinics or health facilities. The Providers verify these healthcare professionals before they work with them.
- You pay an appointment fee to reserve a specific time slot to go see a provider, healthcare professional or doctor of your choice for medical consultation, for convenience.
- LyfPlus will provide you with lists and/or profile previews of Providers who may be suitable to deliver the healthcare that you are seeking based on information that you provide to LyfPlus (such as insurance information, proximity to your geographical location, and specialty of the Provider). In an effort to aid in the discovery of Providers and enable the maximum choice and diversity of Providers who participate in the Services, these lists and/or profile previews may also be based on other criteria (including, for example, Provider availability, past selections by and/or ratings of Providers by you or by other LyfPlus users, and past experience of LyfPlus users with Providers); but LyfPlus (i) does not recommend, endorse or promote other Providers more than others and we do not determine the quality of medical services provided by these providers so long as they are licensed by appropriate regulatory bodies. (ii) does not make any representations or warranties with respect to these Providers or the quality of the healthcare services they may provide, and (iii) does not receive any additional fees from Providers for featuring them through the Services.
- LyfPlus uses reasonable efforts to ensure that Providers only participate in the Services if they hold active medical licenses and all certifications necessary to practice any specialty of the services offered by them to patients, and who remain qualified to participate in the Medicare and Medicaid programs. LyfPlus may also exclude Providers who, in LyfPlus's discretion, have engaged in inappropriate or unprofessional conduct.

LyfPlus may send you email and/or text notifications about any medical appointment you make on any web service offered, or licensed by LyfPlus.

8. Registration

As part of the registration process, you will provide an e-mail address and create a password. These are your credentials for accessing the Services that are only available to members ("Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for notifying us if your password has been hacked or stolen. You may notify us by sending an email to service@lyfplus.com.

9. Your Personal Information

In order to register, you must provide certain personal and medical information about yourself. You may voluntarily submit, and hereby authorize LyfPlus, its employees, agents and others operating on its behalf, to use and/or disclose personal and health-related information about you, including, without limitation, your name, address, social security number and contact information; medical and social history; current medical needs; and other information that is either requested by LyfPlus or volunteered by you ("Personal Information") in order to provide the Services you need, in accordance with our Privacy Policy. Please review it carefully, as your use of the Site constitutes your agreement to the Privacy Policy.

10. Your Responsibilities

You are responsible for all use of the Site and for all use of your Credentials, including use by others to whom you have given your Credentials. You may use the Site and the Services for lawful, non-commercial purposes only. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

- Copy, modify, adapt, translate, or reverse engineer any portion of the Site, its content or materials and/or the Services;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Site and/or the Services or in or on any content or other material obtained via the Site and/or the Services;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site and/or the Services;
- Access, retrieve or index any portion of the Site and/or the Services for purposes of constructing or populating a searchable database of reviews related to the healthcare industry or Providers;
- Reformat or frame any portion of the web pages that are part of the Site and/or the Services;
- Fraudulently misuse the Services by scheduling an appointment with a Provider which you have no intention of keeping;
- Create user accounts by automated means or under false or fraudulent pretenses;
- Collect or store personal data about other users in connection with the prohibited activities described in this paragraph; or

- Use any means, including software means, to conduct web scraping of any portion of the Site, its content or materials and/or the Services.

In addition to our rights in these Terms and conditions, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce these Terms and conditions.

11. Changes to These Terms and Conditions

We may change these Terms and conditions at any time, as we reasonably deem appropriate. Upon any change in these Terms and conditions, we will post the amended agreement on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms and Conditions, the modification, and agreement to abide and be bound by the Terms and conditions, as amended. If at any time you choose not to accept these Terms and conditions, including following any such modifications hereto, then please do not use the Site.

12. Changes to the Services

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be included on the Site, and the use of new services will be governed by these Terms and Conditions. You agree that LyfPlus will not be liable to you or any third party for any suspension or discontinuation of any of the Services.

13. Links to Other Sites

The Site may include links to other websites, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only and do not mean that we endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other sites.

14. Additional Terms

Certain of the Services on the Site may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement these Terms and conditions. If you choose to register for or access any such Services, you will be presented with any relevant additional Terms and Conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules.

15. No Spam

You may not use contact information provided by our users or collaborating Providers, or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as SPAM. You may not allow others to use your account to violate the terms of this section. We may terminate your membership or access to the Site immediately and take other legal action if you or anyone using your Credentials violates these provisions.

16. Content You Post or Submit

You will have the opportunity to submit feedback regarding your experiences with Providers who are featured on the Site, to submit inquiries concerning possible medical needs and to participate in the other interactive and community features of the Site (collectively “Posted Information”). It is important that you act responsibly when providing Posted Information. In providing feedback, please give clear, honest information about the Provider and your experiences, but do not use inappropriate language, make gratuitous personal criticisms or comments or provide information that others could use to determine your identity. When participating in other interactive or community aspects of the Service, please do not post any information that another user or Provider may use to identify you as an individual, but please do include all relevant information in a concise manner to help us provide you with a helpful response.

We reserve the right to publish your Posted Information as part of the Service and to also remove your Posted Information for any reason deemed worthy to us. We are not, however, responsible for any failure or delay in removing Posted Information. Keep in mind that the Posted Information of others is simply opinion and should not be relied on. In addition:

- You are solely responsible for any Posted Information that you submit, publish or display on the Site or transmit to other members and/or other users of the Site.
- You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party.
- You may not provide any Posted Information that falsely expresses or implies that such content or material is sponsored or endorsed by LyfPlus.
- You may not provide any Posted Information that is unlawful or that promotes or encourages illegal activity.
- You understand and agree that LyfPlus may (but is not obligated to) review and delete any Posted Information that in the sole judgment of LyfPlus violates these Terms and conditions or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the Site and/or other website users.
- You agree that you will only provide Posted Information that you believe to be true and you will not purposely provide false or misleading information.
- By posting Posted Information on the Site, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, LyfPlus, its contractors, and the users of the Site an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information. This license is non-exclusive, except you agree that LyfPlus shall have the exclusive right to practice this license to the extent of combining your Posted Information with the Posted Information of other LyfPlus users for purposes of constructing or populating a searchable database of reviews and information related to the healthcare industry.
- The following is a partial list of the kind of content and communications that are illegal or prohibited on/through the Platforms. LyfPlus reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Services and terminating the membership of such violators or blocking your use of the Services and/or the Platforms. You may not post content that:

- is false or intentionally misleading;
- harasses or advocates harassment of another person;
- involves the transmission of unsolicited mass mailing or "spamming";
- violates the intellectual property or other rights of any person;
- is threatening, obscene, defamatory or libelous; or
- is pornographic or sexually explicit in nature.

17. Your Use of Content

All of the Information available on or through the Services and the Platforms, including without limitation, text, photographs, graphics and video and audio content, is owned by us and our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain LyfPlus's proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit the Site in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly and unambiguously provided herein, LyfPlus and its suppliers do not grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by LyfPlus to you are retained by LyfPlus.

18. Disclaimer of Warranties

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Site and/or the Services; what content you access via the Site and/or the Services; what effects the content on the Site and/or the Services may have on you; how you may interpret or use the content on the Site and/or the Services; or what actions you may take as a result of having been exposed to the content on the Site and/or the Services. You release us from all liability for you having acquired or not acquired content through the Site and/or the Services. The Site and/or the Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any content contained in or accessed through the Site and/or the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site and/or the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or the Services. WE PROVIDE THE SITE AND THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY,

RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SITE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SITE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LYFPLUS MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SITE OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. LYFPLUS DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

19. General Limitation of Liability

Neither LyfPlus nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and through this Website. IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF PROVIDERS UTILIZED THROUGH USE OF THE SERVICE, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. Furthermore, LyfPlus makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors.

The Website itself is supplied on an “as is” basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these T&C that the service available from and through this Website will meet your individual requirements and be compatible with your hardware and/or software.

Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of LyfPlus and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.

20. Termination

We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of these Terms and conditions or other policies and terms posted on the Site by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. LyfPlus shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may re-register). Other sections of Terms and Conditions shall survive any termination or expiration of these Terms and conditions.

21. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us harmless, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to (a) your access to the Site, (b) your use of the Services and/or Products, or (c) the violation of these Terms and conditions, or of any intellectual property or other right of any person or entity, by you or any third party using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

22. Electronic Contracting and Notices

Your affirmative act of using the Site, Services and/or Products and/or registering for the Site or the Services constitutes your electronic signature to these Terms and conditions, which includes our Privacy Policy, and your consent to enter into agreements with us electronically.

23. Copyright Dispute Policy

It is LyfPlus's policy to (a) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (b) remove and discontinue Service to repeat offenders.

Procedure for Reporting Copyright Infringements

If you believe that material or content residing on or accessible through the Site or the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below ("Proper Bona Fide Infringement Notification"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that LyfPlus is capable of finding and verifying its existence;
- Contact information about the notifier including address, telephone number and, if available, email address;
- A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Upon Receipt of a Bona Fide Infringement Notification

Once a Proper Bona Fide Infringement Notification is received by the Designated Agent, it is LyfPlu's policy:

- to remove or disable access to the infringing material;

- to notify the content provider, member or user that it has removed or disabled access to the material; and
- that for repeat offenders, LyfPlus will also terminate such content provider's, member's or user's access to the Service.

Procedure to Supply a Counter-Notice to the Designated Agent

If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

- A physical or electronic signature of the content provider, member or user;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- The content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside Tanzania, for any judicial district in which LyfPlus is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

Removal

If a counter-notice is received by the Designated Agent, LyfPlus may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at LyfPlus's discretion.

Address for Designated Agent. Please contact LyfPlus's Designated Agent to Receive Notification of Claimed Infringement at the following address:

LyfPlus Limited,
House No.7, Plot 224, Bahari Street,
Mbezi Beach, Dar es Salaam,
Tanzania.
Phone: +255 (0) 745 247 261
Email to: legal@lyfplus.com

24. Entire Agreement

These Terms and conditions and any supplemental terms, policies, rules and guidelines posted on the Site, including the Privacy Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of these Terms and conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as

nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of LyfPlus to exercise or enforce any right or provision of these Terms and conditions shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

25. Choice of Law and Dispute Resolution

These Terms and conditions shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the Republic of Tanzania as applied to contracts made and to be performed entirely within the Republic of Tanzania, without giving effect to the country's conflicts of law statute. Any controversy, dispute or claim arising out of or related to these Terms and conditions or your use of the Services shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in the Dar es Salaam Tanzania. The arbitration tribunal shall consist of one arbitrator. The decision or award of the arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. The parties agree that the arbitrator shall have the authority to impose equitable and injunctive relief as well as to award monetary relief, as the arbitrator deems appropriate.

26. Assignment

We may assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. We will use reasonable efforts to notify you regarding any change of ownership. You may not assign, transfer or sublicense these Terms and conditions to anyone else and any attempt to do so in violation of this section shall be null and void.

27. Eligibility

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Site and the Services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Site or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms and Conditions. If you are under the age of 13, you may not use the Site or Services. If you are the parent or legal guardian of a child under the age of 18, you may use the Site or Services on behalf of such minor child. By using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms and Conditions to "you" shall refer to such child or such other individual for whom you have authorization to enter into these Terms and Conditions on their behalf, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual. If you do not qualify under these terms, do not use the Site or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and Conditions and to abide by all of the terms and conditions set forth herein.

28. Lack of Clarity or Understanding of these Terms and Conditions

In cases of lack of clarity of any information found on these Terms and Conditions you are advised not to take any action until you completely understand these T&C wholly. Please contact us through +255 745 247 261 or email us at info@lyfplus.com for any inquiries and clarification concerning these Terms and Conditions.

29. Refunding, Rescheduling and Changes in Time Table.

We cannot guarantee the availability of Providers, Healthcare Professionals or Doctors at all times. In cases of cancellations or unfulfilled appointments solely due to providers or doctors reasons, you will be legible for a refund of the fees paid to secure the appointment. Alternatively you can opt to reschedule your appointment to another time and/or date using the same appointment number that you paid for. In cases whereby the unfulfilled appointment is a result of your reasons YOU WILL NOT BE LEGIBLE for a refund or rescheduling of the appointment. You are advised to be 30 (THIRTY) MINUTES EARLY before the actual time of your appointment at the facility, hospital or provider you booked appointment to for reasons relating to the facility's procedures before the actual doctor consultation, i.e. registration, health insurance verification, vital signs checkup, etc. Any delays leading to cancellation or un-fulfillment of your appointment will not be accounted for and will not qualify you for a refund or a reschedule. In cases of any delays caused by the provider or facility leading to cancellation or un-fulfilment of the appointment you will be legible for a refund/reschedule of the appointment.

All refunds will be processed within 5 to 7 business days and paid within 14 business days. Procedures for applying for a refund are detailed below;

- a) Send an email with the the full name of the client, contact information used when booking an appointment, appointment number and receipt number to refund@lyfplus.com.
- b) State the reason or scenario leading to applying for a refund on the email.
- c) Call or WhatsApp +255 745 247 261 to notifying us of your complaint or un-satisfaction of service.

30. We do not guarantee a perfect service rather we strive to bring satisfaction to our clients

We cannot guarantee a perfect service but would like you to understand that our mission is to deliver convenient Services that satisfies our clients and their needs. We strive to do so every day and we are making efforts to archive optimum performance of service delivery by all means we can. As our beloved client we would like you to help us improve the quality of our services by contacting us often as you are using our services as suggestions and improvements to +255 745 247 261 or service@lyfplus.com.

In cases of complaints please use this number +255 745 247 261 (also WhatsApp) or email complaints@lyfplus.com to file your complaint or your un-satisfaction of service.

For any inquiries or more information please contact us;

LyfPlus Limited,
House No.7, Plot 224, Bahari Street,
Mbezi Beach, Dar es Salaam,
Tanzania.

Phone: +255 (0) 745 247 261

Email to: legal@lyfplus.com
