

# TERMS & CONDITIONS FOR HEALTHCARE PROVIERS/PRACTITIONERS

LyfPlus Limited, on behalf of itself and its affiliates/group companies under the brand "LyfPlus" ("LyfPlus"), is the author and publisher of the internet resource [www.lyfplus.com](http://www.lyfplus.com) ([www.lyfplus.co.tz](http://www.lyfplus.co.tz)) and mobile applications 'LyfPlus' (together, "Website" or "Platform" or "System" or "Services"). LyfPlus facilitates Health Services provided through the Website, but owns the Website.

These terms and conditions are specific to Healthcare Providers and Healthcare Practitioners (including Doctors), HCPs ("**HCP Terms** ") form a legally binding agreement between LyfPlus Limited, ("We" or "Us" or "Our" or "LyfPlus" or "Company"), having its registered office at Bahari Street, Mbezi Beach, Dar es Salaam, Tanzania and You ("You" or "Your"), as a Healthcare Provider or Healthcare Practitioner (Doctor or HCP) provider of Health Services through Our Website and System.

You and We are hereinafter collectively referred to as the "Parties".

By clicking "Create account" or "sign up" or "get started" or "get started for free" or "provide consultation" or "I accept" tab at the time of registration, or by entering into an agreement with LyfPlus to provide committed Services as set out in these HCP Terms, or through the continued use of the System, or by Accessing the System through any medium, including but not limited to accessing the System through mobile phones, smart phones, computer and tablets, You agree to be subject to these HCP Terms.

We request You to please read these HCP Terms carefully and do not click "Create account" or "sign up" or "get started for free" or "I accept" or continue the use of the Website and/or System unless You agree fully with these HCP Terms.

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

These HCP Terms are in addition to the Terms of Use of the Website available at <https://www.lyfplus.com/terms> the Privacy Policy <https://www.lyfplus.com/privacy> and any other policy which may govern the use of the

Website and/or System (referred to as the "**Other Terms**" and collectively with the HCP Terms referred to as "**Agreement**")

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 at <https://www.lyfplus.com/privacy> also which is incorporated herein for 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 any warranties.

## 1. Definitions

As used in these HCP Terms, the following terms shall have the meaning set forth below:

- (i) "Bank Account" means credit or debit balance maintained by You with the Website;
- (ii) "Effective Date" means the Date on which You accept these HCP Terms by clicking 'Create account' or "Sign up" or "Get started for free" or 'I Accept';
- (iii) "User Information" means information regarding Registered Users or Patients which includes personal and medical information and any other information which may be provided by a Registered Users or Patient to You or may be transferred to You by LyfPlus;
- (iv) "Services or Health Services" means health/medical services offered by You to Patients, Clients or Users through LyfPlus that involves use of the System, which may include the telemedicine application, medical appointments, practice management service, electronic medical records service and other services as may be introduced by LyfPlus from time to time;
- (v) "Website or Platform" includes [www.lyfplus.com](http://www.lyfplus.com), [www.lyfplus.co.tz](http://www.lyfplus.co.tz) and mobile applications containing the name "LyfPlus"
- (vi) "System" means the technology platform provided as part of the Website consisting of hardware and/or software used or provided by Us for the purpose of facilitating Services to Clients provided by You;
- (vii) "Healthcare Provider or Healthcare Practitioner (HCP)" means a licensed medical doctor, licensed medical professional, medical institution, medical facility, hospital or clinic whose core endeavor is to provide medical services to patients and is legally licensed for such activities.
- (viii) "Clients or Patients or Users" means non-medical professional individuals who come on the Platform to seek medical information, or other Health Services provided through the Platform.

All other capitalized terms shall have the meaning ascribed to them in the Other Terms.

## 2. Grant of Rights

- (i) Subject to the terms of the Agreement, we grant to You and You accept a non-exclusive, personal, non-transferable, limited right to have access to and to use the System for the duration of Your engagement with Us.
- (ii) The aforementioned right does not extend to : (a) use the System for time-sharing, rental or service bureau purposes; (b) make the System, in whole or in part, available to any other person, entity or business; (c) modify the contents of the Systems and the Website or use such content for any commercial purpose, or any public display, performance, sale or rental other than envisaged in the Agreement; (c) copy, reverse engineer, decompile or disassemble the System or the Website, in whole or in part, or otherwise attempt to discover the source code to the software used in the System; or (d) modify the System or associated software or combine the System with any other software or services not provided or approved by Us.
- (iii) You will obtain no rights to the System except for the limited rights to use the System expressly granted by these HCP Terms.
- (iv) The System/Website may direct you to third party websites / applications / content or service providers, including advertisers and e-commerce websites (collectively referred to as "**Third Party Websites**"). Links to such Third-Party Websites are provided for your convenience only. Please exercise your independent judgment and prudence when visiting / using any Third-Party Websites via a link available on the System / Website. Should You decide to click on the links to visit such Third-Party Website, You do so of Your own volition. Your usage of such Third-Party Websites and all content available on such Third Party Websites is subject to the terms of use of the respective Third Party Website and we are not responsible for Your use of any Third Party Websites. We will not be liable for any actions/damages that occur as a result of your interaction with Third Party Websites as we are not endorsing any.

## 3. Engagement of HCPs by LyfPlus

- (i) In certain cases, You and LyfPlus may agree that You will commit to providing information and responses on the Website for a specific period of time (such as a specific number of hours per day / week/ month). In such a case, while all the terms of the Agreement will continue to apply to You, there may be some additional terms which will apply to You which will be agreed between You and LyfPlus.

## 4. Access to the System and Partnership with Us

- (i) Verification. You agree that Your participation or partnership with Us is subject to verification by Us of Your identity and credentials as a health care practitioner and to Your ongoing qualification as such. As part of the registration process and at any time thereafter, You may be required to provide Us with various information such as Your Photo Id, Your medical registration details (as recognized by the Medical Council and Your State Medical Council), Your qualifications and other information in order to prove that You are a valid health care practitioner in the field that You claim ("**Credential Information**"). We may verify such Credential Information or may ask You for additional information. We may also make enquiries from third parties to verify the authenticity of Your Credential Information. You authorize Us to make such enquiries from such third parties, and You agree to hold them and Us harmless from any claim or liability arising from the request for or disclosure of such information. You agree that We may terminate Your access to or use of the System at any time if We are unable at any time determine or verify Your Credential Information. We reserve the right to carry out re-verification of Credential Information as and when required, and the above rights and commitments will extend to re-verification as well.
- (ii) a) You will implement and maintain appropriate administrative, physical and technical safeguards to protect the System from access, use or alteration; and You will always use the User ID assigned to You.
- b) You will immediately notify Us in-case of any breach or suspected breach of the security of the System of which You become aware, or any unauthorized use or disclosure of information within or obtained from the System, and You will take such action to mitigate the breach or suspected breach as We may direct, and will cooperate with Us in investigating and mitigating such breach.
- (iii) No Third-Party Access. You will not permit any third party to have access to the System or to use the System without Our prior written consent. You will not allow any third party to access the System or provide information to Registered Users/ Non-Registered Users on the Website/Platform on your behalf. You will promptly notify Us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the System.

## 5. Compliance

- (i) You are solely responsible for ensuring that Your use of the System complies with applicable law(s). You will also ensure that Your use of the System, the Website is always in accordance with the terms of the Agreement. You will not undertake or permit any unlawful use of the System, or take any action that would render the operation or use of the System or Services illegal, illicit or improper.
- (ii) The platform is not intended to replace real or physical doctor-patient contact, rather it is meant to establish reliable and convenient doctor-patient communications, which in some cases may prove to be life-saving, and thereby facilitate safe medical services online. And enhance timeous medical services seeking process for Patients.
  - a) For cases whereby sufficient patient history has not been established or shared to the service providing Practitioner/Doctor by the Patient/Client, the Doctor is advised to request medical history information from Patient/Client and/or recommend appointment for physical visitation from the Patient/Client to the Doctor's practicing hospital or health facility.
  - b) Prescription of drugs by the HCP/Doctor should only be carried out for registered Patients whose condition is well known by the Doctor (or Patients under long-term treatment), Patients whose history have been sufficiently established on the platform (Patients who have shared their diagnostic test results, medical report from other Doctor's, and/or past prescription of drugs to the service providing Doctor), registered Patients who have been treated of the same condition prior by another Doctor on the Platform, Patients who use our test/diagnostic facilities and Pharmacies followed by the Doctor's written test orders and/or prescription on the platform and emergency case Patients where the Doctor's intervention could prove life-saving or prevent condition worsening.
  - c) For emergency cases where Doctor's advise may save a life or prevent disease worsening, the Doctor/Practitioner is advised to do everything in their power to help the Patient on the platform including but not limited to providing Prescription of drugs and administer first aid, but recommend appointment for physical visitation from the Patient/Client to the Doctor at his/her practicing hospital or health facility, during or after the process.
- (iii) Without limiting the generality of the foregoing, You represent that You shall not use the System in violation of any applicable laws including Medical Council of Tanganyika Code of Medical Ethics, Regulations or any other code of conduct governed by the Ministry of Health, Tanzania Communications Regulatory Authority TCRA, the Government or other related authorities. Notwithstanding the generality of the foregoing, You shall not use the System

to

a) Discriminate in any way between appointments booked in the ordinary course and appointments booked through LyfPlus.

b) Boast of cases, operations, cures or remedies through System, Services or Website to lure Patients to yourself.

c) Directly or indirectly solicit Registered Users for consultation.

d) Claim to be a specialist, through System, Services or Website, unless You have a special qualification in that branch.

e) Give any positive assertion or representation regarding the risk-free nature of communicating over online media.

(iv) You shall keep Your Credential Information updated and will inform Us immediately should any portion of Your Credential Information be revoked, is cancelled or expires.\

## **6. User information**

- (i) You hereby acknowledge that You may get access to User Information including identifiable health related information and/or personal health information.
- (ii) You represent and warrant that You will, at all times during the use of the System and thereafter, comply with all laws directly or indirectly applicable to You that may now or hereafter govern the collection, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of User Information, including but not limited to the Information Technology Act, The Electronic and Postal Communication Act 2010, Cybercrimes Act 2015, and other relevant rules, policies and/or laws.
- (iii) You agree to keep Patients (Clients) information including personal health information private and confidential at all times as per the Medical Council code of conduct and other guiding principles of medical practice.

Notwithstanding the generality of the aforementioned provision

(a) You acknowledge that You have read, understood and agree to comply with LyfPlus Privacy Policy available at <https://www.lyfplus.com/privacy> when dealing with User Information.

(b) You represent and warrant that You will not use the User Information of Registered Users and Non-Registered Users for any other purpose than for providing information to such Registered Users and Non-Registered Users and /or fixing appointments with the Registered Users.

## **7. Cooperation**

(i) You will cooperate with Us in the administration of the System, including providing reasonable assistance in evaluating the System and collecting and reporting data requested by Us for the purposes of administration of the System.

## **8. Providing Physician Data**

(i) You agree that We may provide de-identified health information and other information including information concerning Your practice to any medical group, independent practice association of physicians, health plan or other organization including any organization with which You have a contract to provide medical services, or to whose members or enrollees You provide medical services. Such information may

identify You, but will not identify any individual to whom You provide services. Such information may include (without limitation) aggregate data concerning Your patients, diagnoses, procedures, orders etc.

## **9. Intellectual Property Rights**

(i) All intellectual property rights in and title to the System, the present or future modifications/upgrades thereof and standard enhancements thereto shall remain the property of LyfPlus Limited and its licensors. These HCP Terms of Agreement do not and shall not transfer any ownership or proprietary interest of the System from LyfPlus to You.

## **10. Payments and Fees**

(i) We take 10% to 70% commission for every transaction or Services rendered through Us (Our Platform), rate at which depends on specific services provided, doctors' number of years of experience and specialty. You agree that We are eligible for such fees, and We doing deductions from every transaction per the agreed commission rate of the Services you provide through LyfPlus. These rates may change from time to time, in such cases these changes will be communicated to You by us, You agree that you will be subject of these changes whenever we deem relevant.

(ii) You understand and agree that all payments and transactions will be hosted by Us, in our financial accounts and all payments will be done weekly or monthly depending on the individual contract We have with you, followed by a report of all the Services your transaction activity that week/month. You will share with Us your banking information and/or mobile money information necessary to be attached to your profile, for disbursement of funds. In-case of complaints regarding payments should be mailed to [complaints@lyfplus.com](mailto:complaints@lyfplus.com).

(iii) All payments made to you shall be exclusive of all state, municipal, or other government excise, sales, service, use, occupational, or like taxes now in force (tax exclusive). We have a right to pass on any additional taxes or other state levies to You and You agree to pay any tax (excluding taxes on Our net income) that We may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and Services purchased under these HCP Terms.

(iv) We reserve to change the terms applicable to payment and fees at any point in time by giving You fifteen (15) days' prior intimation via email. The revised fee terms shall be automatically applicable to You after the fifteen (15) days' notice period. You agree that no separate confirmation or approval is required from You to amend the terms with regard to the payments and fees.



(v) The HCP Fees collected by LyfPlus on your behalf from Users (Registered or Non-registered) shall be disbursed to your bank account or mobile money account within 30 days of the date of the completion of the consultation for which such HCP Fees were collected.

(vi) When We collect lump sum HCP Fees for multiple consultations which have been booked by Users;

a. You will deliver and complete all consultations and bookings requested by users

b. the lump sum HCP Fees shall be deemed to have been delivered only after expiry of the consultation session three (3) days from the date of completion of the last consultation.

c. You will refund all amounts for which no consultation or bookings have been delivered.

(vii) You hereby grant Us written consent to collect, store, handle and use Your financial information such as bank account or credit card or debit card or other payment instrument details for the purpose of paying for Services and access to System in accordance with Our Privacy Policy.

(viii) In case LyfPlus is of the opinion that the Service provided by you to User is against the HCP Terms or is unsatisfactory or deficient in some way, then it reserves the right to (a) where the corresponding HCP Fees is unpaid, forfeit the said payment or (b) where the corresponding HCP Fee is paid, (i) recover the corresponding HCP Fees by adjusting the amount equivalent to HCP Fees against any future payments that may be due or (ii) make a claim of the corresponding HCP Fees on you. You agree that upon receipt to a claim from LyfPlus, you will pay the amount to LyfPlus within fifteen (15) days from the date of the claim.

## **11. Confidential Information**

- (i) Confidential and proprietary information includes such things as pricing and financial data, customer names/addresses or non-public information about other companies, including current or potential supplier and vendors. You will not disclose any confidential and non-public information without a prior written consent from Us, unless necessarily required by law or enforced in the court of law.

For the purposes of these Terms, "Confidential Information" in relation to LyfPlus Limited means: -

- (a) Trade secrets, including but not limited to financial data, contracts, customer data, contractors' information, supplier information, etc.
- (b) Patients' personal and medical information.

- (c) Lists or details of its suppliers their services. or customers and the services and their terms of business.
- (d) Prices charged to and terms of business with clients.
- (e) Marketing plans and revenue forecasts.
- (f) Any proposals relating to the future of LyfPlus Limited or any of its business or any part thereof.
- (g) LyfPlus Limited's workplan, business strategies, business model, growth-plan, scale plans, research findings and business discoveries.
- (h) Details of its employees and officers and of the remuneration and other benefits paid to them.
- (i) Information relating to business matters, corporate plans, management systems, investments, finances accounts, marketing or sales of any past, present or future products or service processes, inventions, designs, know-how, discoveries, technical financial specifications and other technical or financial information relating to the creation production or supply of any past, present or future products or service of LyfPlus Limited, any information given to LyfPlus Limited in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain.
- (j) Technology design of LyfPlus products, User Interface and Experience (UI & UX).
- (k) Any other information commercially worth protecting, or which may lead to conflict of interest when shared/disclosed and all other information which may be notified to you as confidential.

You shall not, either during course of our engagement (between You and Us) or at any time thereafter, except if required by law, divulge or disclose to any person, company, entity or organization any Confidential Information, which may have come to your knowledge at any time during the course of our engagement, unless exclusively after receiving a written approval from Us. This clause will not cease to apply even after the end our engagement.

- (ii) You will treat all information received from Us as confidential. You may not disclose Our confidential information to any other person, entity or organization and You may not use any confidential information except as provided herein. Except as otherwise provided in HCP Terms and Other Terms, You may not, without Our prior written consent, at any time, during or after the applicability of these HCP Terms, directly or indirectly, divulge or disclose confidential information for any purpose or use

confidential information for Your own benefit or for the purposes or benefit of any other person, business or company. You agree to hold all confidential information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of confidential information, and to keep the confidential information from being disclosed into the public domain or into the possession of persons not bound to maintain confidentiality. You will disclose confidential information applicable to you only to your employees, agents or contractors who have a need to use it for the purposes permitted under the HCP Terms. You will inform all such recipients of the confidential nature of confidential information and will instruct them to deal with confidential information in accordance with these HCP Terms. You will promptly notify Us in writing of any improper disclosure, misappropriation, or misuse of the confidential information by any person, which may come to Your attention.

- (iii) You agree that We will suffer irreparable harm if You fail to comply with the obligations set forth in this Section 11, and You further agree that monetary damages will be inadequate to compensate Us for any such breach. Accordingly, You agree that We will, in addition to any other remedies available to Us at law or in equity, be entitled to seek injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.
- (iv) This Section 11 will survive the termination or expiration of these HCP Terms or Agreement for any reason.

## 12. Disclaimer and Exclusion of Warranties

- (i) YOU ACKNOWLEDGE THAT ACCESS TO THE SYSTEM WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATION LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "**CARRIER LINES**") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND OUR CONTROL. WE ASSUME NO LIABILITY FOR OR RELATING TO THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.

THE SERVICES, THE WEBSITE THE SYSTEM, ACCESS TO THE SYSTEM AND THE INFORMATION CONTAINED ON THE SYSTEM IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE SYSTEM OR THE INFORMATION IN THE SYSTEM, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. WE DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE SYSTEM.

- (ii) YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO THE SYSTEM AND ARE RECEIVING OUR SERVICES. SUCH OTHER USERS HAVE COMMITTED TO COMPLY WITH THESE TERMS & CONDITIONS AND OUR POLICIES AND PROCEDURES CONCERNING USE OF THE SYSTEM; HOWEVER, THE ACTIONS OF SUCH OTHER USERS ARE BEYOND OUR CONTROL. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE SYSTEM RESULTING FROM ANY USERS' ACTIONS OR FAILURES TO ACT.

- (iii) WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR, DATA, FACILITIES OR EQUIPMENT BY INDIVIDUALS OR ENTITIES USING THE SYSTEM OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR, DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SYSTEM, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES, INCLUDING ROUTINE BACKUP PROCEDURES. YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH OUR PROVISION OF THE SERVICES.
- (iv) WE EXPRESSLY DISCLAIM ANY LIABILITY FOR THE CONSEQUENCES TO YOU ARISING BECAUSE OF YOUR USE OF THE SYSTEM OR THE SERVICES.
- (v) WE DO NOT WARRANT THAT YOUR USE OF THE SYSTEM AND THE SERVICES UNDER THESE TERMS MAY NOT VIOLATE ANY LAW OR REGULATION APPLICABLE TO YOU. YOU ARE REQUIRED TO PERFORM A BACKGROUND CHECK TO ENSURE YOU ADHERE TO ALL LAWS AND REGULATIONS THAT ARE APPLICABLE TO YOU.

### **13. Limitation Of Liability**

- (i) WE ARE FACILITATORS OF THE SERVICES YOU PROVIDE THROUGH THE PLATFORM/SYSTEM, WE PROVIDE YOU WITH THE TECHNOLOGY AS A TOOL TO REACH TO YOUR PATIENTS/CLIENTS AND PROVIDE SERVICES TO THEM. UNDER NO CIRCUMSTANCES SHALL WE BE REGARDED AS PROVIDERS OF THE SERVICES (HEALTH SERVICES), YOU ARE THE PROVIDERS OF THE HEALTH SERVICES THROUGH LYFPLUS. WE WILL NOT BE LIABLE FROM ANY SERVICES YOU PROVIDE THROUGH THE SYSTEM. YOU ACKNOWLEDGE AND AGREE TO THIS.
- (ii) NOTWITHSTANDING THE OTHER TERMS OF THESE HCP TERMS, IN THE EVENT LYFPLUS SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AND LYFPLUS AGREE THAT SUCH LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE VALUE OF ANY FEES RECEIVED BY LYFPLUS FROM CLIENTS/PATIENTS IN THE PRECEDING TWELVE MONTHS OR TZS 500,000 WHICHEVER IS LOWER. YOU AND LYFPLUS AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND LYFPLUS. YOU ACKNOWLEDGE THAT WITHOUT YOUR ASSENT TO THIS SECTION 13, LYFPLUS WOULD NOT PROVIDE ACCESS TO THE SYSTEM, TO YOU.

#### **14. Indemnification**

You agree to indemnify, defend, and hold LyfPlus harmless, Our affiliates, officers, directors, and agents, from and against any claim, cost or liability, including reasonable attorneys' fees, arising out of: (a) the use of the Services; (b) any breach by You of any representations, warranties or agreements contained in these HCP Terms ; (c) the actions of any person gaining access to the System under a User ID assigned to You; (d) the actions of anyone using a User ID, password or other unique identifier assigned to You that adversely affects the System or any information accessed through the System;

#### **15. Termination; Modification; Suspension;**

- (i) We or You may terminate our Services at any time without cause upon thirty (30) days prior written notice to You.
- (ii) We may update or change the Services and/or the HCP Terms and/ or the Service Fee set forth in these HCP Terms from time to time and recommend that You review these HCP Terms on a regular basis. You understand and agree that Your continued use of the Services after the HCP Terms has been updated or changed constitutes Your acceptance of the revised HCP Terms. Without limiting the foregoing, if We make a change to these HCP Terms that materially affects Your use of the Services, We may post notice on the Website or notify You via email of any such change.
- (iii) Termination, Suspension or Amendment as a result of applicable laws - Notwithstanding anything to the contrary in these HCP Terms, We have the right, on providing notice to You, immediately to terminate, suspend, or amend the provision of the Services without liability: (i) to comply with any order issued or proposed to be issued by any governmental agency; (ii) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (iii) if performance of any term of these HCP Terms by either Party would cause it to be in violation of law.
- (iv) We may terminate the provision of Services to You through the System immediately upon notice to You: (i) if You are named as a defendant in a criminal proceeding for a violation of federal or state law; (ii) if a finding or stipulation is made or entered into that You have violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; or (iii) You cease to be qualified to provide services as a health care professional, or We are unable to verify Your qualifications as notified to Us under these HCP Terms.
- (v) We may suspend Your Services immediately pending Your cure of any breach of these HCP Terms, or in the event We determine in Our sole discretion that access to or use of the System by You may jeopardize the System or the confidentiality, privacy, security, integrity or availability of information within the System, or that

You have violated or may violate these HCP Terms or Other Terms, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the System with any User ID assigned to You. Our election to suspend the Services shall not waive or affect Our rights to terminate these HCP Terms as applicable to You as permitted under these HCP Terms.

- (vi) Upon termination, You will cease to use the System and We will terminate Your access to the System. Upon termination for any reason, You will remove all software provided under HCP Terms from Your devices, You will cease to have access to the System, and You will return to Us all hardware, software and documentation provided by or on behalf of Us.

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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: [info@lyfplus.com](mailto:info@lyfplus.com)

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