

TERMS OF SERVICE

AFIA CONCEPT SOLUTION

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1. INTRODUCTION

These Terms of Service (“Terms”) govern your access to and use of Afia Concept Solution (“ACS”, “we”, “our”, or “us”) healthcare services, digital platforms, customer support channels, mobile applications, websites, call centre services, healthcare coordination services, employer healthcare programs and any other services offered by ACS (collectively referred to as the “Services”).

By registering for, accessing or using any ACS Services, you acknowledge that you have read, understood and agreed to be legally bound by these Terms.

If you do not agree with these Terms, you should not use our Services.

2. About ACS and Our Services

ACS is a healthcare technology and healthcare operations company that provides integrated healthcare support services designed to improve access, coordination and delivery of healthcare.

Our Services may include:

- Third Party Administration
- Fund Management
- Medical call centre services
- Care coordination and case management
- Digital patient engagement
- Corporate healthcare programs
- Employer healthcare administration
- Wellness programs
- Healthcare provider network management
- Medical referrals
- Digital healthcare platforms
- Health education and awareness programs
- Customer support services

ACS may partner with healthcare providers, insurers, employers, pharmacies, laboratories, technology providers and other healthcare organizations in delivering these Services.

3. Eligibility and Acceptance

To use the Services, you must:

- be at least eighteen (18) years of age or otherwise have legal capacity under applicable law;
- provide accurate and complete information during registration;
- agree to comply with these Terms;
- comply with all applicable laws and regulations.

Where Services are accessed on behalf of a minor or dependent, the parent, guardian or authorized representative accepts these Terms on behalf of that individual.

Organizations registering for ACS Services warrant that they have authority to bind their organization.

4. User Accounts and Registration

Certain Services require registration and creation of an ACS account.

Users agree to:

- provide accurate registration information;
- keep login credentials secure;
- promptly update any changes to personal information;
- notify ACS immediately of unauthorized use of their account.

Users remain responsible for all activities conducted under their accounts.

ACS reserves the right to suspend or terminate accounts that contain inaccurate information or are used fraudulently.

5. Healthcare Services

ACS facilitates access to healthcare services through its healthcare provider network and digital platforms.

Depending on the program or service selected, users may access:

- consultations;
- referrals;
- follow-up care;
- chronic disease management;
- preventive healthcare services;
- health education;
- remote patient support.

Healthcare services are provided by licensed healthcare professionals or accredited healthcare institutions where applicable.

ACS may coordinate care but does not replace the independent professional judgment of healthcare practitioners.

6. Employer and Corporate Healthcare Programs

ACS may administer healthcare programmes on behalf of employers, insurers, healthcare financiers or other organizations.

Eligibility, benefits, exclusions and coverage limits are governed by the specific policy/programme documents applicable to each user.

Participation in such programmes is subject to both these Terms and the programme-specific terms communicated by the payer.

7. Member Responsibilities

Users agree to:

- provide truthful medical and personal information;
- follow medical advice provided by licensed healthcare professionals;
- attend scheduled appointments where applicable;
- use Services responsibly;
- refrain from abusing healthcare providers or ACS staff;
- avoid fraudulent use of healthcare benefits;
- comply with applicable laws.

Users are solely responsible for decisions made based on incomplete or inaccurate information they provide.

8. Payments and Billing

Where applicable, users agree to pay all applicable fees for Services.

Payments may be made through:

- mobile money;
- bank transfer;
- debit or credit cards;
- employer-sponsored programmes;
- medical insurance;
- other approved payment channels.

ACS reserves the right to suspend Services where payment obligations remain outstanding unless otherwise agreed.

Refunds shall be governed by ACS Refund Policy and applicable law.

9. Telemedicine and Virtual Consultations

Where telemedicine services are offered:

- consultations are intended for conditions appropriate for remote clinical assessment;
- users acknowledge the inherent limitations of virtual healthcare;
- healthcare professionals may recommend an in-person consultation where clinically necessary;
- emergency medical conditions should immediately be referred to the nearest healthcare facility or emergency services.

ACS does not guarantee that every medical condition can be managed remotely.

10. Privacy, Confidentiality and Data Protection

ACS is committed to protecting personal information in accordance with the Kenya Data Protection Act, 2019 and all applicable healthcare privacy regulations.

By using the Services, users consent to the collection, processing, storage and sharing of personal and health information where necessary for:

- provision of healthcare services;
- verification of identity;
- billing and payments;
- quality assurance;
- legal and regulatory compliance;
- policy administration.

ACS implements reasonable administrative, technical and organizational safeguards to protect personal information.

Users acknowledge that healthcare information may be shared with authorized healthcare providers, insurers, employers (where applicable), laboratories, pharmacies and regulators where required by law or necessary for service delivery.

11. Intellectual Property

All software, trademarks, logos, content, documentation, designs, databases and intellectual property associated with ACS remain the exclusive property of ACS or its licensors.

Users may not copy, reproduce, distribute, modify or commercially exploit ACS materials without prior written consent.

12. Acceptable Use

Users shall not:

- misuse the Services;
- submit false information;
- interfere with system security;
- introduce malicious software;
- attempt unauthorized access;
- impersonate another person;
- use the Services for unlawful purposes;
- infringe the rights of others.

ACS may investigate suspected misuse and cooperate with law enforcement authorities where necessary.

13. Service Availability

ACS will use reasonable efforts to maintain uninterrupted access to its Services.

However, Services may occasionally be unavailable due to:

- scheduled maintenance;
- technical failures;
- internet outages;
- third-party service interruptions;
- circumstances beyond ACS's reasonable control.

ACS does not guarantee uninterrupted or error-free access.

14. Third Party Services

Certain Services rely on third-party providers including:

- healthcare facilities;
- laboratories;
- pharmacies;
- insurers;
- payment processors;
- telecommunications providers.
- Technology providers

ACS is not responsible for delays, failures or omissions attributable to third-party providers.

Each third-party provider remains responsible for the services they independently provide.

15. Disclaimers

ACS provides healthcare coordination and technology services.

Except where expressly stated:

- ACS does not guarantee treatment outcomes;
- medical advice is provided by licensed healthcare professionals and not ACS itself;
- users remain responsible for following medical advice;
- healthcare outcomes may vary depending on individual circumstances.

Nothing in these Terms limits rights that cannot legally be excluded under applicable law.

16. Limitation of Liability

To the maximum extent permitted by law, ACS shall not be liable for:

- indirect or consequential losses;
- loss of income or profits;
- service interruptions beyond its reasonable control;
- delays caused by healthcare providers or third parties;
- inaccurate information supplied by users;
- medical outcomes resulting from independent clinical decisions made by healthcare professionals.

Where liability cannot be excluded, ACS's liability shall be limited to the extent permitted under applicable law.

17. Suspension or Termination

ACS may suspend or terminate access where:

- these Terms are breached;
- fraudulent activity is suspected;
- misuse of Services occurs;
- required by law or regulatory authorities;
- necessary to protect users, healthcare providers or ACS.

Users may discontinue use of the Services at any time, subject to any ongoing contractual obligations.

18. Changes to Terms

ACS may amend these Terms periodically.

Material changes will be communicated through appropriate channels including email, SMS, website notifications or mobile application notifications.

Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

19. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the Republic of Kenya.

The parties shall first attempt to resolve disputes amicably through good faith negotiations.

Where resolution cannot be achieved, disputes shall be submitted to the courts of competent jurisdiction in Kenya unless otherwise agreed through alternative dispute resolution.

20. Contact Information

For questions, complaints or requests relating to these Terms or the Services, users may contact:

Afia Concept Solution Ltd (ACS)

Email: customercare@acs.co.ke

Telephone: 0709 200 000

Website: acs.co.ke

Physical Address: Laiboni Centre, 3rd floor

Business Hours: 0800 – 1700 hrs

Acknowledgment

By registering for, accessing or using ACS Services, you acknowledge that you have read, understood and agree to be bound by these Terms of Service.

