

SOCIAL HEALTH AUTHORITY PLATFORM TERMS AND CONDITIONS

These terms and conditions will govern your use of and interaction with the Social Health Authority Platform. You are requested to familiarise yourself with the Terms and Conditions laid out hereunder as your use of the Social Health Authority Platform is contingent upon your acceptance of the terms and conditions. By using the Social Health Authority Platform, you will have given your tacit consent to the terms and conditions as laid out.

The Social Health Authority Platform

The Social Health Authority Platform is the online platform through which the Government of Kenya shall enable registration of citizens, residents and refugees for access to Social Health Insurance. The Social Health Authority Platform is run by the Government of Kenya through its Agents, Employees, and Third-Party Service providers, the individuals and organisations running the Social Health Authority Platform shall hereafter be referred to as “We/ Us.” A person using the Social Health Authority Platform shall be hereafter referred to as “You”

Services Offered

The Social Health Authority Platform allows for digital interaction with the Authority (SHA) and in this regard allows users to access services provided by the Social Health Authority. We reserve the right to modify, increase, or decrease the number of services offered and will bear no liability for any loss suffered as a result of a decision to modify, increase, or decrease the number of services offered.

Lawful Use

You will only use the Social Health Authority Platform to carry out legal and lawful activities. You will use it in a manner that does not infringe on or violate the rights of any person whatsoever. You will also ensure that you do not break any laws of Kenya in your use of the Social Health Authority Platform.

Data Repository

The Social Health Authority Platform will have access to official Government Records about you and will verify any data submitted against the data already held by the Government in relation to you. You are prohibited from entering false or misleading data into the Social Health Authority Platform, in the event that you do services may be denied to you and further action taken dependent on the level and intent of the falsehood. In the event that official Government Data about you is wrong or mistaken we enjoin you to follow the legal procedures for correcting the data.

Use of the Social Health Authority Platform

In order to use the Social Health Authority Platform, you will be required to create a Social Health Authority Profile and to upload documentation confirming your identity as that which is being linked to and used to create the Social Health Authority Profile. You will have a user name and password that will be used to access the Social Health Authority Platform. You are enjoined to keep this secure and private.

Information Collection

We will collect information about you in line with our Privacy Policy in order to enable us to provide services to you and to improve your experience with the website. For more information about the privacy policy you may access it here. By continuing to use the website you give tacit consent to the terms of our privacy policy.

Means Testing

Means Testing shall be conducted based on various socio-economic aspects including housing characteristics, access to basic services, household composition & characteristics,

information obtained from your use of Mobile Telephony Services, Banking & Micro- Finance Transactions, Credit Reference Bureau data, retail/consumer transactions, business income, utility data and any other information that could be used in determination of income. The outcome of the income estimation score will be used to calculate the Social Health Authority Insurance Premium to be paid by the contributor/household.

Malware protection

We will make every effort possible to ensure that the Social Health Authority Platform is not exposed to any malware including but not limited to viruses, trojan horses, ransomware, worms, logic bombs or any other material that is harmful or malicious.

In your use of the Platform it is your responsibility to ensure that you do not use it in such a way as to expose yourself or the Social Health Authority Platform to any malware or viruses. We shall not be liable for any damages caused as a result of any malware.

Cybersecurity

It is your responsibility to follow all the basic precepts of cybersecurity in your use of the Social Health Authority Platform. In this regard you will select a password that is unique and not easy to guess by using special characters, capitals and numbers in your password. You should not share your password with any person and will be liable

You will not introduce any viruses, trojan houses, ransomware logic bombs or any other harmful or malicious data to the Social Health Authority Platform. You shall not attempt to hack or without authorization access any information contained within the Social Health Authority Platform. You shall not attempt to stop the Social Health Authority Platform from performing any of its functionalities in any way. In the event that such actions are taken we shall immediately report you to the relevant law enforcement authorities and provide them with all the information necessary for your apprehension.

Governing Law

These Terms and Conditions are governed by the Laws of the Republic of Kenya. Any dispute that arises as a result of the use of the Social Health Authority Platform will be settled by reference to the laws of the Republic of Kenya.

Licence to use the Services

By agreeing to these terms and conditions and opening an Social Health Authority Account you are granted a personal, non-exclusive, non-transferrable licence to use the software that is part of the Social Health Authority Platform to access the government services available on the Social Health Authority Platform. Other than this no intellectual property right is transferred to you as a result of your use of the Social Health Authority Platform

All right, title, and interest in and to the software underpinning the provision of Government of Kenya Services to you belongs to us and you are prohibited from using it for any commercial, academic or other use without receiving express permission in writing to do so.

General

The terms and conditions contained here are severable in that if any one of the terms and conditions contained in the document are invalid or incapable of application by virtue of law or circumstance such term will be deemed to have been removed from the terms and conditions and the surviving terms will continue to apply.

A decision that we make not to apply a particular term, insist on a particular obligation, or enforce a certain right will not in any stop us from at a later date applying the term, insisting on the obligation or enforcing the right.

These terms and conditions shall contain the entirety of the terms and conditions in relation to your use of the Social Health Authority Platform.

Disclaimers

While striving to ensure that the Social Health Authority Platform is up to date we do not give any warranties or guarantees that the Social Health Authority Platform and information that is contained on it will be current, secure, accurate, complete, or free from bugs and viruses.

Nothing contained in the Social Health Authority Platform shall be used to extrapolate the official Government Position on any issue. The Social Health Authority Platform is a platform for the provision of services and payment for such services and should only be used as such.

We shall strive to make the Social Health Authority Platform available for use at all times. From time to time we may need to update, upgrade, or carry out routine maintenance on the system and this may result in the slowing down of the Platform or in it not being available. Certain matters out of our control such as internet or electric outages may have the effect of stalling or slowing the Social Health Authority Platform. We shall not be liable for any indirect, incidental, special consequential, or punitive damages, or any loss of revenue, data, use, goodwill or any other intangible loss resulting from your inability to access the government services offered through the Social Health Authority Platform.

We will have access to official Government Records in relation to you and will use these to verify any data that you put into the Social Health Authority platform. In the event of any discrepancy between the data that you input and that contained in official Government Records the official Government Records will take precedence. In the event of a claim that there is a problem with the official Government Records you will have the responsibility of following the legal processes required to correct such records.

Customer Care

In the event that you have any issues, problems or questions in relation to your attempts to access services on the Social Health Authority Platform you may get in touch with our customer care on the telephone number 020 2723255/6, 2723246, 271 4793/94, 2722527 on the email address info@sha.go.ke

Changes to Terms

We reserve the right to change the Terms and Conditions of Use of the Social Health Authority Platform unequivocally. No change in the terms and conditions will apply retroactively and you will be able to access the most recent terms and conditions here. In the event that this happens the date on which the policy is updated will also change to enable you confirm when changes are made.

This version of the Terms and Conditions was last updated on 1st June, 2024