



MATER MISERICORDIAE HOSPITAL

TERMS AND CONDITIONS FOR THE ONLINE PATIENT PORTAL

By registering for and using the Portal, you agree to comply with these Terms.
If you do not agree with these Terms, do not use the Portal.

1. Eligibility

The Portal is available to:

- Registered patients of Mater Misericordiae Hospital;
- Parents or legal guardians authorized to access records of minors or dependents, as permitted by law; and
- Other Individuals who may be granted access by the hospital in accordance with privacy and consent procedures.

2. Purpose of the Portal

The Portal is intended to:

- Provide online access to parts of your medical information (e.g., sick off, Invoices, cash receipts, pharmacy prescriptions, laboratory and radiology reports);
- Facilitate communication with healthcare providers; and
- Enhance patient engagement and continuity of care.

The Portal does not replace **medical consultations or serve as an emergency service.**

3. User Responsibilities

You agree to:

1. Provide accurate and up-to-date information during registration.
2. Keep your login credentials confidential and do not share them with others.
3. Immediately notify the hospital of any unauthorized access or suspected breach.

The hospital is not responsible for loss or damage resulting from unauthorized access due to your negligence in safeguarding credentials.

4. Data Protection and Privacy

The hospital is committed to protecting your personal and medical data in accordance with the **Data Protection Act, 2019 (Kenya).**

4.1 Data Collected

Personal data collected may include your name, contact information, national ID/passport number, patient number, treatment details, and access logs.



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4.2. Purpose of Processing

Your personal data is collected and processed for the following purposes:

- To identify and authenticate you for Portal access;
- To maintain and update your medical records; and
- To communicate healthcare matters.

4.3. Lawful Basis

Data is processed under your consent to verify your identity and manage your account, for the performance of healthcare services, and for compliance with legal obligations.

4.4. Data Sharing

The hospital will not share your personal data with third parties without your explicit consent, unless:

- Required by law, court order, or regulatory authority;
- Necessary for medical referrals or treatment continuity with another healthcare provider; or
- Required for lawful hospital operations under confidentiality obligations.

4.5. Data Security

The hospital employs appropriate measures to safeguard your data, including encryption, access control, secure storage, and audit trails. However, no system is completely secure, and the hospital does not guarantee absolute data security.

4.6. Your Data Rights

You have the right to:

- Access, correct, or request deletion of your personal data;
- Withdraw consent at any time;
- Object to unlawful processing; or
- Complain with the Office of the Data Protection Commissioner if you believe your rights have been violated.



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TERMS AND CONDITIONS FOR THE ONLINE PATIENT PORTAL

5. Limitation of Liability

The hospital makes reasonable efforts to ensure the accuracy and availability of the Portal, but does not guarantee uninterrupted service. The hospital is not liable for:

- Technical errors, system downtime, or data transmission delays;
- Unauthorized access due to factors beyond the hospital's control; or
- Reliance on incomplete or outdated information accessed through the Portal.

6. Suspension and Termination

The hospital may suspend or terminate your Portal access if:

- You breach these Terms;
- There is suspected misuse or unauthorized access; or
- Required for maintenance, security, or legal compliance.

You may request termination of your account at any time by contacting the hospital.

7. Changes to Terms

The hospital reserves the right to modify these Terms at any time. Updated versions will be posted on the Portal and take effect upon publication. Continued use of the Portal signifies acceptance of the updated Terms.

8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Kenya, including the **Data Protection Act, 2019**, and other applicable healthcare regulations.

9. Contact Information

For inquiries or complaints regarding these Terms or your personal data, please contact:

The Data Protection Officer

Mater Misericordiae Hospital

P.O. Box 30325 – 00100, Nairobi

Tel: 0719073252.

Email: cmanoa@materkenya.com

By using the Patient Portal, you confirm that you have read, understood, and agreed to these Terms and Conditions.

Effective date...01st November, 2025.....