

SQUARE PHARMA KENYA

Terms & Conditions and Privacy Policy

Last Updated: 07 November, 2025

Welcome to **SQUARE PHARMA KENYA** ("Square Pharma Kenya," "we," "our," or "us"). These Terms & Conditions and Privacy Policy (collectively the "Agreement") govern your access to and use of our website, located at <https://squarepharma.co.ke/> (the "Website").

By accessing, browsing, or using the Website, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement. If you do not agree, you must refrain from using this Website.

1. Scope & Acceptance

- 1.1 This Agreement applies to all visitors, users, and others who access or use the Website.
- 1.2 Your use of the Website constitutes acceptance of the terms herein, including any amendments that may be posted periodically.
- 1.3 If you are acting on behalf of a business, healthcare institution, or organization, you represent that you have legal authority to bind such entity to this Agreement.

2. Eligibility

- 2.1 The Website is intended for individuals aged 18 or older, or the age of majority under applicable law.
- 2.2 Minors are prohibited from using the Website.

3. Informational Nature of Content & Medical Disclaimer

- 3.1 The Website provides information concerning Square Pharma Kenya's business activities, pharmaceutical products, and related services.
- 3.2 **No Medical Advice:** The content is provided strictly for **general informational and educational purposes**. It does not constitute medical advice, diagnosis, or treatment.
- 3.3 Users should always seek professional medical advice from licensed healthcare providers before making decisions related to diagnosis, treatment, or use of pharmaceutical products.
- 3.4 Product availability, specifications, or approvals may vary by country due to local laws and regulations. Nothing on the Website constitutes a representation that a particular product is available or approved in your jurisdiction.

4. Privacy Policy & Data Protection

- 4.1 **Commitment:** Square Pharma Kenya respects the privacy of users and is committed to compliance with the **Kenya Data Protection Act, 2019** and other applicable data protection regulations.

4.2 Data Collected:

- Personal identifiers (e.g., name, address, email, phone);
- Professional credentials (where required for sample or product requests);
- Technical data (IP address, browser type, device identifiers, usage patterns, and cookies).

4.3 Purposes of Processing:

- Responding to inquiries, feedback, and communication requests;
- Processing orders or sample requests in compliance with regulatory obligations;
- Sending newsletters, alerts, or promotional material (only where consent is obtained);
- Monitoring and improving Website security, usability, and performance;
- Complying with applicable legal and regulatory requirements.

4.4 Legal Basis of Processing:

Data will be processed based on consent, contractual necessity, legitimate business interests, and/or compliance with statutory obligations.



4.5 Data Sharing:

We may share personal data with:

- Affiliates and subsidiaries within Square Pharmaceuticals Group;
- Trusted service providers subject to strict confidentiality obligations;
- Government regulators or authorities as legally required.

4.6 Data Security:

Appropriate administrative, technical, and organizational safeguards are implemented to protect data against unauthorized access, alteration, disclosure, or destruction.

4.7 User Rights:

In accordance with the Kenya Data Protection Act, you may:

- Request access to your personal data;
- Request correction or deletion;
- Object to processing or withdraw consent (where applicable);
- Lodge a complaint with the Data Commissioner.

4.8 Cookies:

The Website may use cookies to enhance user experience. Users may control or disable cookies via browser settings, although this may limit Website functionality.

4.9 Retention:

Personal data will be retained only as long as necessary to fulfill the purposes outlined herein, unless a longer retention period is required by law.

By continuing to use the Website, you expressly consent to the collection, processing, and transfer of your personal data as described above.

5. Intellectual Property Rights

5.1 All materials, trademarks, logos, designs, graphics, text, software, and multimedia appearing on the Website are the intellectual property of Square Pharma Kenya or its licensors.

5.2 Users are granted a limited, revocable, non-transferable license to access and use Website content for personal, non-commercial purposes only.

5.3 Reproduction, modification, distribution, republication, or exploitation of Website content without prior written authorization is strictly prohibited.

6. User Conduct & Prohibited Uses

6.1 Users shall not:

- Use the Website for any unlawful purpose;
- Transmit viruses, malware, or harmful code;
- Attempt unauthorized access to servers, systems, or networks;
- Engage in scraping, automated data collection, or reverse engineering of Website features;
- Infringe intellectual property rights or privacy rights of others.

6.2 Violation of this section may result in termination of access and may subject the offender to legal action.

7. Product Information, Orders, and Sample Requests

7.1 Any order or sample request made via the Website must comply with applicable pharmaceutical and regulatory laws.

7.2 Prescription products, where referenced, require proof of valid prescription or professional credentials.

7.3 Square Pharma Kenya reserves full discretion to approve, reject, or cancel any requests.

8. Third-Party Links

8.1 The Website may contain links to third-party websites. Such links are provided solely for user convenience.

8.2 Square Pharma Kenya disclaims responsibility for third-party sites, including their content, privacy practices, or compliance with laws. Accessing third-party sites is at your own risk.



9. Limitation of Liability

9.1 The Website and its content are provided “as is” and “as available,” without any warranties, express or implied.

9.2 To the fullest extent permitted by law, Square Pharma Kenya disclaims liability for:

- Errors, inaccuracies, or omissions in Website content;
- Interruptions, delays, or loss of access to the Website;
- Indirect, incidental, or consequential damages, including loss of profits or business.

9.3 Nothing in this Agreement shall limit liability for fraud, willful misconduct, or death/personal injury resulting from negligence.

10. Indemnification

You agree to indemnify, defend, and hold harmless Square Pharma Kenya, its officers, directors, employees, affiliates, and agents from any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys’ fees) arising from:

- Your violation of this Agreement;
- Your misuse of the Website;
- Your violation of applicable law or third-party rights.

11. Governing Law & Jurisdiction

11.1 This Agreement shall be governed by and construed under the laws of the **Republic of Kenya**.

11.2 Any disputes shall be resolved exclusively in the courts of Nairobi, Kenya.

12. Modification of Terms

12.1 Square Pharma Kenya reserves the right to revise or update this Agreement at any time without prior notice.

12.2 The revised Agreement will be effective upon posting on the Website. Continued use constitutes acceptance of changes.

13. Severability & Entire Agreement

13.1 If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in effect.

13.2 This Agreement, including the integrated Privacy Policy, constitutes the entire understanding between you and Square Pharma Kenya regarding Website use.

14. Contact Information

For inquiries regarding these Terms & Conditions or Privacy Policy, please contact us:

- **Email:** Please use “Contact Us” section of the Website
- **Address:** Kenya Re Towers (Ground Floor), Off Ragati Road, Upper Hill, P.O. Box 19900-00202, Nairobi, Kenya.

-----END-----

