

# MyAmbulex LLC Legal Analysis & Revised Agreements

## Executive Summary

As a healthcare contract attorney, I've analyzed your agreements and identified several critical areas requiring modification for Georgia operations. The primary concerns involve platform liability exposure, insurance compliance, and healthcare regulatory requirements.

## Key Legal Recommendations

### 1. Platform vs. Provider Distinction

- **Critical Issue:** Must clearly establish MyAmbulex as a technology platform, not a medical transportation provider
- **Georgia Compliance:** Avoid triggering Georgia medical transportation licensing requirements
- **Liability Protection:** Essential for limiting exposure to medical malpractice and transportation liability claims

### 2. Insurance Requirements Integration

- **Georgia Minimums:** 25/50/25 commercial auto liability for drivers
- **Enhanced Requirements:** Platform should require higher limits given medical transport nature
- **Verification:** Must include insurance verification and ongoing monitoring

### 3. Healthcare Regulatory Compliance

- **HIPAA Considerations:** Medical transport may involve PHI handling
- **Georgia Medical Transport Laws:** Compliance with state regulations
- **Emergency Response Protocols:** Clear procedures for medical emergencies

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## REVISED AGREEMENT 1: MyAmbulex Driver Services Agreement

### MyAmbulex LLC Driver Services Agreement

**Effective Date:** [DATE]

**Company:** MyAmbulex LLC

**Address:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

**Phone:** 404-301-0535

**Email:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

## 1. PLATFORM SERVICES AND INDEPENDENT CONTRACTOR RELATIONSHIP

**1.1 Platform Service:** MyAmbulex LLC ("Platform") operates a technology platform that connects individuals requiring non-emergency medical transportation with independent transportation providers ("Driver"). Platform is NOT a medical transportation provider, medical service provider, or common carrier.

**1.2 Independent Contractor Status:** Driver is an independent contractor providing transportation services directly to riders. Driver is NOT an employee, agent, or representative of Platform. Platform does not control the manner, method, or means by which Driver performs transportation services.

**1.3 Direct Service Relationship:** All transportation services are provided directly between Driver and riders. Platform facilitates connections only.

## **2. DRIVER REQUIREMENTS AND QUALIFICATIONS**

### **2.1 Licensing and Legal Requirements:**

- Valid Georgia driver's license (or license valid in Georgia)
- Current vehicle registration and title
- Clean driving record (no DUI/DWI within 5 years, no reckless driving within 3 years)
- Successful completion of Platform-approved background check
- Vehicle age not exceeding 15 years unless specifically approved

**2.2 Insurance Requirements (MANDATORY):** Driver must maintain and provide proof of:

- **Commercial Auto Liability:** Minimum \$100,000/\$300,000/\$100,000 (exceeding Georgia's 25/50/25 minimum)
- **General Liability:** Minimum \$1,000,000 per occurrence
- **Professional Liability:** Minimum \$1,000,000 (if transporting medical patients)
- **Workers' Compensation:** As required by Georgia law if Driver employs others
- All policies must name MyAmbulex LLC as additional insured for vicarious liability only

### **2.3 Vehicle Requirements:**

- Current Georgia vehicle inspection and safety certification
- Vehicle must accommodate medical equipment/mobility devices as applicable
- Regular maintenance documentation
- Compliance with all applicable DOT regulations

### **2.4 Training and Certification:**

- Complete Platform-approved medical transport orientation
- First Aid/CPR certification (preferred but not required)
- Training on Americans with Disabilities Act (ADA) compliance
- Annual safety training updates

### **3. SERVICE STANDARDS AND COMPLIANCE**

#### **3.1 Professional Standards:**

- Maintain professional appearance and conduct
- Provide assistance with mobility equipment as needed and within capabilities
- Respect patient privacy and confidentiality
- Comply with all applicable federal, state, and local laws

#### **3.2 Medical Transport Protocols:**

- Driver is NOT authorized to provide medical services or advice
- Medical emergencies require immediate contact with 911
- Driver must have emergency contact information for all riders
- Compliance with HIPAA privacy requirements for any medical information encountered

#### **3.3 Georgia Law Compliance:**

- Adherence to Georgia Commercial Vehicle regulations
- Compliance with Georgia Department of Public Health medical transport guidelines
- Following all traffic and transportation laws

### **4. PLATFORM USE AND BIDDING SYSTEM**

**4.1 Platform Access:** Driver may access the Platform to view available transportation requests and submit bids for services.

**4.2 Bidding Process:** All transportation arrangements are direct contracts between Driver and rider, facilitated through Platform technology.

**4.3 Communication:** Driver must use Platform communication tools for initial coordination, maintaining records for safety and quality purposes.

### **5. COMPENSATION AND PAYMENT**

**5.1 Fee Structure:** Driver retains [X]% of the agreed fare amount, with Platform retaining [X]% as technology service fee.

**5.2 Payment Processing:** Payments processed weekly via ACH transfer to Driver's designated account.

**5.3 Tax Obligations:** Driver is solely responsible for all tax obligations, including self-employment taxes, and will receive Form 1099 for tax reporting.

## **6. LIMITATION OF LIABILITY AND INDEMNIFICATION**

**6.1 Platform Liability Limitation:** PLATFORM'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY GEORGIA LAW. PLATFORM IS NOT LIABLE FOR:

- Transportation services provided by Driver
- Medical emergencies or health-related incidents
- Vehicle accidents or injuries
- Driver's compliance with laws and regulations
- Quality or safety of transportation services

**6.2 Driver Indemnification:** Driver agrees to indemnify and hold harmless MyAmbulex LLC from all claims, damages, losses, and expenses arising from:

- Driver's provision of transportation services
- Driver's breach of this Agreement
- Driver's violation of laws or regulations
- Any actions or omissions in connection with transportation services

## **7. INSURANCE VERIFICATION AND MONITORING**

**7.1 Ongoing Verification:** Driver must provide updated insurance certificates annually and upon request.

**7.2 Coverage Lapses:** Any lapse in required insurance coverage results in immediate suspension from Platform until coverage is restored.

**7.3 Claims Notification:** Driver must immediately notify Platform of any insurance claims, accidents, or incidents involving Platform-facilitated rides.

## **8. TERMINATION**

**8.1 Termination Rights:** Either party may terminate this Agreement with 30 days written notice.

**8.2 Immediate Termination:** Platform may immediately terminate for:

- Insurance coverage lapses
- Safety violations or accidents
- Legal violations or criminal activity
- Breach of Agreement terms
- Failure to maintain required qualifications

## 9. DISPUTE RESOLUTION

**9.1 Governing Law:** This Agreement is governed by Georgia law.

**9.2 Arbitration:** All disputes shall be resolved through binding arbitration in Atlanta, Georgia, under American Arbitration Association Commercial Rules.

**9.3 Legal Fees:** Prevailing party entitled to reasonable attorney fees and costs.

**Driver Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MyAmbulex LLC Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## REVISED AGREEMENT 2: MyAmbulex Beta Testing Agreement

### MyAmbulex LLC Beta Testing Agreement

**Effective Date:** [DATE]

**Company:** MyAmbulex LLC

**Address:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

**Phone:** 404-301-0535

**Email:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

## 1. PURPOSE AND SCOPE

**1.1 Beta Program:** This Agreement governs Tester's participation in the beta testing program for MyAmbulex's medical transportation connection platform ("Platform"). Beta testing period: [START DATE] to [END DATE].

**1.2 Platform Nature:** MyAmbulex LLC operates a technology platform connecting riders with independent transportation providers. MyAmbulex is NOT a medical transportation provider.

**1.3 Georgia Operations:** Beta testing will occur within Georgia and must comply with all applicable Georgia laws and regulations.

## 2. BETA TESTER RESPONSIBILITIES

### 2.1 Testing Obligations:

- Provide genuine feedback on platform functionality, usability, and performance
- Test core features including ride booking, driver matching, payment processing, and communication systems
- Report bugs, issues, and suggestions through designated feedback channels
- Participate in weekly check-ins and provide timely responses to surveys

## **2.2 Compliance Requirements:**

- Use Platform only for legitimate medical transportation needs
- Comply with all applicable laws during testing
- Respect driver and rider privacy
- Maintain confidentiality of beta features and information

**2.3 Insurance and Safety:** Tester acknowledges that any transportation services obtained through Platform are provided by independent drivers, and Tester is responsible for ensuring appropriate insurance coverage for their transportation needs.

## **3. COMPANY RESPONSIBILITIES**

**3.1 Platform Access:** Provide access to beta platform and technical support during business hours.

**3.2 Response Times:** Respond to critical safety issues within 2 hours; other issues within 24 hours.

**3.3 Platform Performance:** Maintain reasonable platform uptime during testing period (target 95% +).

**3.4 Privacy Protection:** Protect Tester's personal information per Privacy Policy and applicable laws.

**3.5 Emergency Support:** Provide emergency contact information for safety-related platform issues.

## **4. DATA COLLECTION AND PRIVACY**

**4.1 Data Collection:** Company will collect usage data, feedback, and performance metrics to improve Platform functionality.

**4.2 Medical Information:** Company does not collect medical records or PHI. Any medical information necessary for transportation coordination is handled according to HIPAA requirements.

**4.3 Compliance:** All data collection complies with Georgia law, federal privacy laws, and Company's Privacy Policy.

## **5. CONFIDENTIALITY AND NON-DISCLOSURE**

**5.1 Confidential Information:** Tester agrees to maintain confidentiality of all non-public information about Platform, including:

- Beta features and functionality
- Pricing strategies and business models
- Technical specifications and algorithms
- Performance data and metrics

**5.2 Survival:** Confidentiality obligations survive termination of this Agreement for 3 years.

## 6. LIMITATION OF LIABILITY AND DISCLAIMERS

**6.1 Beta Service Disclaimer:** THE BETA PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**6.2 Limitation of Liability:** COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY GEORGIA LAW. IN NO EVENT SHALL COMPANY BE LIABLE FOR:

- Transportation services provided by independent drivers
- Medical emergencies or health incidents during transportation
- Indirect, incidental, or consequential damages
- Lost profits or business interruption

**6.3 Transportation Services:** Company is not responsible for the quality, safety, or legality of transportation services provided by independent drivers accessed through Platform.

## 7. INDEMNIFICATION

Tester agrees to indemnify Company against claims arising from Tester's use of Platform or transportation services, except those caused by Company's gross negligence or willful misconduct.

## 8. TERMINATION

**8.1 Termination Rights:** Either party may terminate with 48 hours written notice.

**8.2 Immediate Termination:** Company may immediately terminate for Agreement violations, safety concerns, or legal violations.

**8.3 Effect of Termination:** Upon termination, Tester's Platform access ends, and confidentiality obligations continue.

## 9. DISPUTE RESOLUTION

**9.1 Governing Law:** Georgia law governs this Agreement.

**9.2 Arbitration:** Disputes resolved through binding arbitration in Atlanta, Georgia.

Tester Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MyAmbulex LLC Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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## REVISED AGREEMENT 3: MyAmbulex Transportation Liability Waiver

### MyAmbulex LLC Transportation Platform Liability Waiver and Release

**Participant:** [NAME] **Date:** [DATE]

**Company:** MyAmbulex LLC

**Address:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

**Phone:** 404-301-0535

**Email:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

### IMPORTANT NOTICE - READ CAREFULLY

This document affects your legal rights. By signing, you are agreeing to give up certain legal claims you might otherwise have.

## 1. ACKNOWLEDGMENT OF PLATFORM SERVICE

**1.1 Platform Nature:** I understand that MyAmbulex LLC operates a technology platform that connects riders with independent transportation providers. MyAmbulex LLC is NOT a medical transportation provider, medical service provider, or common carrier.

**1.2 Independent Drivers:** I understand that transportation services are provided by independent contractors who are not employees or agents of MyAmbulex LLC.

**1.3 Direct Service Relationship:** My transportation service contract is directly with the independent driver, not with MyAmbulex LLC.

## 2. ASSUMPTION OF RISK

**2.1 Transportation Risks:** I understand that medical transportation involves inherent risks including, but not limited to:

- Vehicle accidents and traffic incidents
- Medical emergencies during transport
- Equipment malfunctions or failures
- Weather-related delays or hazards
- Driver error or negligence

**2.2 Medical Fitness:** I certify that:

- I am medically fit to travel or have consulted with my physician
- I have disclosed all relevant medical conditions affecting safe transportation
- I understand that drivers are not medical professionals
- I am responsible for my own medical needs during transport

**2.3 Voluntary Participation:** I voluntarily choose to use the Platform and transportation services with full knowledge of the risks involved.

### **3. RELEASE AND WAIVER OF CLAIMS**

**3.1 Release of MyAmbulex LLC:** I release and forever discharge MyAmbulex LLC, its officers, directors, employees, agents, and representatives from ALL claims, demands, damages, actions, or causes of action arising from or related to:

- My use of the Platform technology
- Transportation services provided by independent drivers
- Any injuries, damages, or losses during transportation
- Platform malfunctions or technical issues

**3.2 Exceptions:** This release does NOT apply to claims arising from MyAmbulex LLC's:

- Gross negligence or willful misconduct
- Violation of applicable laws
- Breach of express written warranties

**3.3 Driver Liability:** This waiver does NOT release independent drivers from liability for their own negligence or misconduct. Claims against drivers must be pursued directly with the driver and their insurance.

### **4. INDEMNIFICATION**

I agree to indemnify and hold harmless MyAmbulex LLC from any claims, damages, or expenses arising from my use of Platform services or transportation, except those caused by MyAmbulex LLC's gross negligence or willful misconduct.

### **5. INSURANCE ACKNOWLEDGMENT**

**5.1 Driver Insurance:** I understand that independent drivers are required to maintain commercial auto liability and other insurance coverage.

**5.2 My Insurance:** I acknowledge responsibility for maintaining appropriate health insurance and understanding my coverage for medical transportation.

**5.3 Platform Coverage:** I understand that MyAmbulex LLC's insurance does not cover transportation services provided by independent drivers.

## 6. EMERGENCY INFORMATION

**Emergency Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Medical Provider:** \_\_\_\_\_

**Special Medical Needs:** \_\_\_\_\_

## 7. LEGAL PROVISIONS

**7.1 Georgia Law:** This waiver is governed by Georgia law and shall be interpreted to provide the maximum protection allowed under Georgia law.

**7.2 Severability:** If any provision is unenforceable, the remainder shall remain in full effect.

**7.3 Voluntary Execution:** I acknowledge that I have read this document, understand its contents, and sign it voluntarily with full knowledge of its significance.

**7.4 Legal Representation:** I acknowledge that I have been advised to consult with an attorney before signing this waiver.

## 8. ACKNOWLEDGMENT AND SIGNATURE

I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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## REVISED AGREEMENT 4: MyAmbulex Terms of Service

### MyAmbulex LLC Terms of Service

**Last Updated:** [DATE]

**Company:** MyAmbulex LLC

**Address:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

**Phone:** 404-301-0535

**Email:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

## 1. ACCEPTANCE OF TERMS

By accessing or using MyAmbulex LLC's platform ("Platform"), you agree to these Terms of Service ("Terms"). If you disagree with any provision, discontinue use immediately.

## 2. PLATFORM SERVICE DESCRIPTION

**2.1 Technology Platform:** MyAmbulex LLC operates a technology platform that connects individuals needing medical transportation with qualified independent transportation providers through a competitive bidding system.

**2.2 Platform Role:** MyAmbulex LLC is NOT a medical transportation provider, medical service provider, common carrier, or broker. We provide technology services only.

**2.3 Independent Contractors:** All transportation services are provided by independent contractors who are not employees, agents, or representatives of MyAmbulex LLC.

**2.4 Direct Service Relationships:** Transportation service contracts are formed directly between users and drivers. MyAmbulex LLC is not a party to these service contracts.

## 3. USER ACCOUNTS AND ELIGIBILITY

### 3.1 Eligibility Requirements:

- Must be 18+ years old and legally competent to enter contracts
- Must have legal authority to agree to these Terms
- Must comply with all applicable laws in your jurisdiction
- Must provide accurate, current information during registration

### 3.2 Account Security:

- Maintain confidentiality of login credentials
- Notify us immediately of unauthorized access
- Responsible for all activities under your account
- Complete required identity verification processes

**3.3 Georgia Operations:** Platform operates in Georgia and users must comply with all applicable Georgia laws and regulations.

## 4. USER CONDUCT AND RESTRICTIONS

### 4.1 Prohibited Activities:

Users must NOT:

- Violate any federal, state, or local laws or regulations
- Harass, threaten, discriminate against, or harm others
- Provide false, misleading, or fraudulent information
- Impersonate any person or entity
- Interfere with Platform operation, security, or other users
- Use Platform for unauthorized commercial purposes
- Access Platform through automated means without permission
- Violate intellectual property rights

#### **4.2 Medical Transportation Specific Restrictions:**

- Platform is for non-emergency medical transportation only
- Emergency medical situations require immediate contact with 911
- Users may not request transport for medical emergencies
- Drivers are not authorized to provide medical services or advice

### **5. MEDICAL TRANSPORTATION SERVICES**

**5.1 Platform Facilitation Only:** Platform facilitates connections between users and independent transportation providers. MyAmbulex LLC does not provide transportation services.

**5.2 Medical Readiness:** Users assume full responsibility for:

- Medical fitness to travel
- Bringing necessary medications and medical equipment
- Communicating medical needs to drivers
- Having appropriate medical clearance for transport

#### **5.3 Emergency Protocols:**

- Medical emergencies require immediate 911 contact
- Platform is not appropriate for emergency medical transport
- Users must have emergency contact information accessible

**5.4 HIPAA Compliance:** Any medical information shared through Platform is handled in compliance with applicable privacy laws.

### **6. PAYMENTS, FEES, AND REFUNDS**

#### **6.1 Rider Payments:**

- Pay agreed fare amount plus applicable Platform fees
- Payment processed through secure third-party providers
- Responsible for all charges incurred under account

## **6.2 Driver Compensation:**

- Receive percentage of fare as specified in Driver Agreement
- Subject to Platform service fees
- Responsible for tax obligations

## **6.3 Refund Policy:**

- Refunds subject to cancellation policy
- Platform fees generally non-refundable
- Disputes handled through customer service process

# **7. INSURANCE AND LIABILITY**

## **7.1 Driver Insurance Requirements:**

- All drivers must maintain required commercial insurance
- Insurance verification conducted by Platform
- Minimum coverage requirements exceed Georgia state minimums

## **7.2 Platform Liability Limitations:** MYAMBULEX LLC'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY GEORGIA LAW. WE ARE NOT LIABLE FOR:

- Transportation services provided by independent drivers
- Medical emergencies or health-related incidents
- Vehicle accidents, injuries, or property damage
- Driver conduct, negligence, or violations
- Service quality, safety, or reliability
- Indirect, incidental, or consequential damages

## **7.3 User Responsibilities:**

- Maintain appropriate personal insurance coverage
- Understand insurance coverage for medical transportation
- Report safety concerns immediately

# **8. INDEMNIFICATION**

Users agree to indemnify and hold harmless MyAmbulex LLC from all claims, damages, losses, and expenses arising from:

- User's use of Platform or transportation services
- User's violation of these Terms
- User's violation of laws or third-party rights
- Transportation services obtained through Platform

## **9. INTELLECTUAL PROPERTY**

**9.1 Platform Ownership:** All Platform content, features, functionality, trademarks, and technology remain the exclusive property of MyAmbulex LLC.

**9.2 User License:** Users receive a limited, non-exclusive, non-transferable license to use Platform for personal medical transportation needs only.

**9.3 User Content:** Users grant MyAmbulex LLC a license to use submitted content for Platform operation and improvement.

## **10. PRIVACY AND DATA PROTECTION**

**10.1 Privacy Policy:** Data collection and use governed by our Privacy Policy, incorporated by reference.

**10.2 Medical Information:** Platform may handle medical information necessary for transportation coordination in compliance with HIPAA and other applicable privacy laws.

**10.3 Data Security:** We implement reasonable security measures but cannot guarantee absolute security.

## **11. PLATFORM AVAILABILITY AND MODIFICATIONS**

**11.1 Service Availability:** Platform provided "as is" without guarantees of uninterrupted service.

**11.2 Modifications:** We reserve the right to modify, suspend, or discontinue Platform features with notice when practicable.

**11.3 Updates:** Terms may be updated periodically with notice to users.

## **12. TERMINATION**

**12.1 User Termination:** Users may close accounts at any time with notice.

**12.2 Platform Termination:** We may suspend or terminate accounts for:

- Terms violations
- Legal violations
- Safety concerns
- Fraudulent activity
- Other reasons with notice when required by law

**12.3 Effect of Termination:** Upon termination, access rights end, but certain provisions survive including payment obligations, indemnification, and dispute resolution.

## 13. DISPUTE RESOLUTION

**13.1 Governing Law:** These Terms are governed by Georgia law without regard to conflict of law principles.

**13.2 Venue:** Legal proceedings must be brought in state or federal courts in Fulton County, Georgia.

**13.3 Arbitration:** Claims under \$10,000 subject to binding arbitration in Atlanta, Georgia, under American Arbitration Association Consumer Rules.

**13.4 Class Action Waiver:** Users waive rights to participate in class action lawsuits against MyAmbulex LLC.

**13.5 Legal Fees:** Prevailing party in disputes may recover reasonable attorney fees and costs.

## 14. MISCELLANEOUS

**14.1 Entire Agreement:** These Terms constitute the entire agreement between users and MyAmbulex LLC regarding Platform use.

**14.2 Severability:** If any provision is unenforceable, the remainder remains in full effect.

**14.3 Waiver:** Failure to enforce any provision does not waive future enforcement rights.

**14.4 Assignment:** Users may not assign rights under these Terms. MyAmbulex LLC may assign with notice.

## 15. CONTACT INFORMATION

**General Inquiries:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

**Legal Matters:** [legal@MyAmbulex.com](mailto:legal@MyAmbulex.com)

**Phone:** 404-301-0535

**Address:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

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## REVISED AGREEMENT 5: MyAmbulex Privacy Policy

# MyAmbulex LLC Privacy Policy

**Last Updated:** [DATE]

**Company:** MyAmbulex LLC

**Address:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

**Phone:** 404-301-0535

**Email:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

## 1. INTRODUCTION

MyAmbulex LLC ("we," "our," "us") operates a technology platform connecting individuals needing medical transportation with independent transportation providers. This Privacy Policy explains how we collect, use, protect, and share your information.

## 2. SCOPE AND APPLICABILITY

**2.1 Platform Service:** This policy applies to our technology platform only. Independent drivers have their own privacy practices for which we are not responsible.

**2.2 Medical Information:** As a platform facilitating medical transportation, we may handle limited medical information necessary for transportation coordination.

**2.3 Legal Compliance:** Our practices comply with federal and Georgia privacy laws, including HIPAA where applicable.

## 3. INFORMATION WE COLLECT

### 3.1 Account Information:

- Name, email address, phone number
- Payment information (processed by third parties)
- Profile information and preferences
- Identity verification documents

### 3.2 Transportation Information:

- Pickup and destination addresses
- Medical transportation requirements and accessibility needs
- Emergency contact information
- Special instructions for drivers

### 3.3 Location Data:

- GPS coordinates during ride booking and execution
- Location history for service improvement
- Route information for completed trips

### **3.4 Communication Data:**

- Messages between riders and drivers through Platform
- Customer service communications
- Feedback and reviews

### **3.5 Usage Analytics:**

- Platform interaction data
- Feature usage statistics
- Performance metrics
- Device and browser information

### **3.6 Medical Information (Limited):**

- Mobility equipment needs
- Basic accessibility requirements
- General medical transportation needs
- Emergency medical contact information

## **4. HOW WE USE INFORMATION**

### **4.1 Primary Purposes:**

- Facilitate medical transportation connections
- Process payments and provide receipts
- Verify user identity and qualifications
- Provide customer support services
- Ensure safety and security of all users

### **4.2 Platform Improvement:**

- Analyze usage patterns to improve functionality
- Develop new features and services
- Conduct research and analytics
- Enhance user experience

#### **4.3 Legal and Safety Compliance:**

- Comply with legal and regulatory requirements
- Investigate safety incidents and violations
- Prevent fraud and unauthorized use
- Protect rights and property

#### **4.4 Communications:**

- Send service-related notifications
- Provide customer support
- Share important updates and announcements
- Marketing communications (with consent)

### **5. INFORMATION SHARING AND DISCLOSURE**

**5.1 We Do Not Sell Personal Information:** We do not sell, rent, or trade personal information to third parties for their marketing purposes.

#### **5.2 Service Providers and Partners:**

- Payment processors (Stripe, PayPal) for transaction processing
- Mapping and GPS services for location functionality
- Email and communication service providers
- Cloud hosting and data storage providers
- Analytics and performance monitoring services

#### **5.3 Independent Drivers:**

- Contact information necessary for transportation coordination
- Pickup and destination information
- Special transportation requirements
- Emergency contact information when relevant

#### **5.4 Legal Requirements:**

- When required by law, court order, or legal process
- To protect safety and prevent harm
- To investigate violations of Terms of Service
- In connection with legal proceedings

## **5.5 Business Transfers:**

- In case of merger, acquisition, or sale of assets
- Users will receive notice of any such transfer
- Privacy protections will continue under new ownership

## **5.6 Emergency Situations:**

- To emergency responders when necessary for safety
- To medical professionals when required for care
- To law enforcement for safety or legal investigations

# **6. DATA SECURITY AND PROTECTION**

## **6.1 Security Measures:**

- End-to-end encryption for sensitive communications
- Secure payment processing through certified providers
- Regular security audits and vulnerability assessments
- Access controls limiting employee data access
- Secure data transmission and storage protocols

## **6.2 Medical Information Protection:**

- HIPAA-compliant handling of health information where applicable
- Minimal collection of medical data
- Secure storage and limited access to medical information
- Automatic deletion of unnecessary medical data

## **6.3 Data Retention:**

- Account information retained while accounts are active
- Transaction records retained for 7 years for tax and legal purposes
- Communications retained for 2 years for quality and safety purposes
- Analytics data aggregated and anonymized for long-term use

# **7. YOUR PRIVACY RIGHTS**

## **7.1 Access and Download:**

- Request access to your personal data
- Download a copy of your information
- Review data we have collected about you

## **7.2 Correction and Updates:**

- Correct inaccurate information
- Update your profile and preferences
- Modify privacy settings

## **7.3 Deletion Rights:**

- Delete your account and associated data
- Request removal of specific information
- Right to be forgotten (subject to legal retention requirements)

## **7.4 Communication Preferences:**

- Opt out of marketing communications
- Manage notification settings
- Control how we contact you

## **7.5 Data Portability:**

- Request your data in a portable format
- Transfer information to another service
- Export your transportation history

# **8. GEORGIA-SPECIFIC PRIVACY RIGHTS**

**8.1 Georgia Consumer Privacy:** We comply with applicable Georgia privacy laws and regulations.

**8.2 Medical Privacy:** Georgia medical privacy laws apply to any health information we handle.

**8.3 State Law Compliance:** Our practices meet all applicable Georgia state privacy requirements.

# **9. CHILDREN'S PRIVACY**

**9.1 Age Restrictions:** Our Platform is not intended for children under 18. We do not knowingly collect information from minors.

**9.2 Parental Consent:** If a minor's information is discovered, we will delete it unless proper parental consent is obtained.

**9.3 Medical Transport:** Minors may be transported with proper adult supervision and consent.

## 10. THIRD-PARTY LINKS AND SERVICES

**10.1 External Links:** Our Platform may contain links to third-party websites with their own privacy practices.

**10.2 Independent Drivers:** Drivers are independent contractors with their own privacy practices for which we are not responsible.

**10.3 Payment Processors:** Third-party payment processors have their own privacy policies governing payment information.

## 11. INTERNATIONAL DATA TRANSFERS

**11.1 Domestic Operations:** We primarily operate within the United States and store data domestically.

**11.2 Service Providers:** Some service providers may process data internationally with appropriate safeguards.

**11.3 Cross-Border Protection:** International transfers include appropriate privacy protections.

## 12. PRIVACY POLICY UPDATES

**12.1 Notification:** We will notify users of material changes to this Privacy Policy.

**12.2 Effective Date:** Updates become effective 30 days after notification unless otherwise specified.

**12.3 Continued Use:** Continued use of Platform after updates constitutes acceptance of changes.

## 13. CONTACT INFORMATION

**Data Protection Officer:** [privacy@MyAmbulex.com](mailto:privacy@MyAmbulex.com)

**General Privacy Questions:** [info@MyAmbulex.com](mailto:info@MyAmbulex.com)

**Phone:** 404-301-0535

**Mail:** 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

**Business Hours:** Monday-Friday, 9:00 AM - 5:00 PM EST

**Emergency Privacy Concerns:** Available 24/7 through our emergency contact system

## 14. COMPLIANCE AND CERTIFICATION

**14.1 HIPAA Compliance:** We maintain HIPAA compliance for any protected health information handled through our Platform.

**14.2 Security Certifications:** Our systems undergo regular security audits and maintain appropriate security certifications.

**14.3 Georgia Law Compliance:** All practices comply with applicable Georgia state privacy and medical information laws.

# ADDITIONAL LEGAL RECOMMENDATIONS

## 1. Insurance Verification System

Implement automated insurance verification and monitoring system for all drivers with real-time alerts for coverage lapses.

## 2. Emergency Response Protocols

Develop comprehensive emergency response procedures including direct 911 integration and medical emergency protocols.

## 3. Regulatory Compliance Monitoring

Establish ongoing monitoring of Georgia medical transportation regulations and ensure platform compliance updates.

## 4. Additional Protective Measures

- Require drivers to carry umbrella insurance policies
- Implement driver rating and safety monitoring systems
- Establish incident reporting and investigation procedures
- Create safety training and certification requirements

## 5. Legal Documentation

- Develop comprehensive driver onboarding materials
- Create incident report forms and procedures
- Establish record retention policies
- Implement regular legal compliance audits

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