

# MYAMBULEX PLATFORM USER AGREEMENT

**Effective Date:** July 24, 2025

**Last Updated:** July 24, 2025

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## IMPORTANT NOTICE - PLEASE READ CAREFULLY

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY USING THE MYAMBULEX PLATFORM, YOU AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION RATHER THAN COURT PROCEEDINGS.**

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## 1. ACCEPTANCE OF TERMS

This Platform User Agreement ("Agreement") is a legally binding contract between you ("User," "you," or "your") and MyAmbulex LLC, a Georgia limited liability company ("MyAmbulex," "we," "us," or "our"). By accessing, downloading, or using the MyAmbulex platform, mobile application, or website (collectively, the "Platform"), you acknowledge that you have read, understood, and agree to be bound by this Agreement.

**Electronic Signature and Acceptance:** Your electronic acceptance (including clicking "I Agree," creating an account, or using the Platform) constitutes your electronic signature and agreement to these terms under the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and Georgia Electronic Records and Signatures Act.

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## 2. DEFINITIONS

- "**Driver**" means a user who provides non-emergency medical transportation services through the Platform
  - "**Rider**" means a user who requests non-emergency medical transportation services through the Platform
  - "**NEMT**" means Non-Emergency Medical Transportation
  - "**Platform**" means the MyAmbulex website, mobile application, and related services
  - "**Services**" means the technology platform that connects Riders and Drivers
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## 3. PLATFORM ROLE AND DISCLAIMERS

### 3.1 Technology Platform Only

MyAmbulex is a **TECHNOLOGY PLATFORM ONLY** that connects Riders seeking non-emergency medical transportation with independent Driver-providers. MyAmbulex:

- Does NOT provide transportation services
- Does NOT employ or supervise Drivers
- Does NOT guarantee the availability, quality, safety, or legality of services
- Does NOT serve as a broker, dispatcher, or intermediary in transportation arrangements
- Is NOT a healthcare provider or covered entity under HIPAA

### **3.2 Independent Contractor Relationships**

All transportation services are provided by **INDEPENDENT CONTRACTORS**. Users acknowledge that:

- No employment, partnership, or agency relationship exists between MyAmbulex and any Driver
  - All contractual relationships for transportation services are directly between Riders and Drivers
  - MyAmbulex has no control over the conduct of Drivers or Riders
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## **4. USER ROLES AND RESPONSIBILITIES**

### **4.A DRIVER-SPECIFIC TERMS**

#### **4.A.1 Driver Eligibility and Requirements**

To use the Platform as a Driver, you must:

- Be at least 21 years of age
- Possess a valid driver's license and appropriate commercial licensing as required by Georgia law
- Maintain current vehicle registration and inspection
- Carry commercial auto insurance with minimum \$1,000,000 coverage
- Complete all required background checks and training
- Maintain current HIPAA and ADA compliance training
- Comply with all applicable federal, state, and local laws regarding NEMT services

#### **4.A.2 Driver Compliance Obligations**

As a Driver, you agree to:

- **HIPAA Compliance:** Maintain strict confidentiality of all rider health information and comply with all applicable privacy laws
- **ADA Compliance:** Provide equal access and reasonable accommodations for riders with disabilities
- **Professional Conduct:** Maintain professional appearance, punctuality, and respectful interaction with all riders
- **Safety Standards:** Follow all traffic laws, maintain vehicle safety standards, and prioritize rider safety
- **Platform Use:** Accept ride requests through the Platform only and complete all required check-in/check-out procedures

#### **4.A.3 Driver Prohibited Activities**

Drivers are strictly prohibited from:

- Providing services to MyAmbulex Riders outside the Platform
- Soliciting direct payment or tips from Riders
- Sharing or using Rider personal or health information for any purpose other than providing transportation
- Discriminating against Riders based on protected characteristics
- Operating under the influence of drugs or alcohol

### **4.B RIDER-SPECIFIC TERMS**

#### **4.B.1 Rider Eligibility**

To use the Platform as a Rider, you must:

- Be at least 18 years of age or have parental/guardian consent
- Provide accurate information about your transportation needs
- Have legal authority to arrange your own transportation or be authorized to act on behalf of the patient

#### **4.B.2 Rider Responsibilities**

As a Rider, you agree to:

- Provide accurate pickup and destination information
- Be ready for pickup at the scheduled time
- Treat Drivers with respect and professionalism
- Pay all applicable fees through the Platform
- Comply with Driver vehicle rules and safety requirements

#### **4.B.3 Health Information Acknowledgment**

You acknowledge that:

- MyAmbulex may collect limited health information necessary for transportation matching
  - You consent to sharing necessary health information with matched Drivers
  - MyAmbulex is not a covered entity under HIPAA
  - You are responsible for protecting your own health information
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### **5. COMPREHENSIVE LIABILITY LIMITATION**

#### **5.1 Platform Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYAMBULEX SHALL NOT BE LIABLE FOR ANY:**

- Personal injury, death, or property damage arising from transportation services
- Driver misconduct, negligence, accidents, or criminal activity
- Rider conduct or misrepresentation
- Service delays, cancellations, or unavailability
- Loss, theft, or damage to personal property
- Privacy breaches by Drivers or Riders
- Violations of HIPAA, ADA, or other regulatory requirements by Users
- ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES

#### **5.2 Maximum Liability Cap**

In no event shall MyAmbulex's total liability exceed **\$100** per incident or the fees paid by the User in the 12 months preceding the claim, whichever is less.

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### **6. INDEMNIFICATION AND HOLD HARMLESS**

#### **6.1 User Indemnification**

You agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** MyAmbulex, its affiliates, officers, directors, employees, agents, and contractors from and against **ANY AND ALL** claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- Your use or misuse of the Platform
- Your provision or receipt of transportation services
- Your violation of this Agreement or any applicable law
- Your interactions with other Users
- Any content you submit through the Platform
- Personal injury, death, or property damage occurring during transportation
- HIPAA, ADA, or other regulatory violations
- Employment, workers' compensation, or insurance claims related to your activities
- **ALL OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER**

## 6.2 Survival of Indemnification

This indemnification obligation **SURVIVES** termination of this Agreement and applies regardless of the legal theory underlying any claim.

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# 7. NON-SOLICITATION AND PLATFORM PROTECTION

## 7.1 Non-Circumvention Clause

For a period of **24 months** following any interaction through the Platform, Users agree NOT to:

- Engage in transportation arrangements outside the Platform with other Users met through MyAmbulex
- Share contact information for the purpose of bypassing Platform fees
- Solicit other Users to use competing platforms or services

## 7.2 Geographic Scope

This non-solicitation clause applies within the state of Georgia and extends **50 miles** from any location where Platform services were used.

## 7.3 Enforcement and Remedies

Violation of this clause may result in:

- Immediate Platform termination
  - Liquidated damages of \$500 per violation
  - Injunctive relief and legal fees
  - Additional monetary damages as proven
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## **8. MANDATORY ARBITRATION AND DISPUTE RESOLUTION**

### **8.1 Binding Arbitration**

**ALL DISPUTES** arising out of or relating to this Agreement or use of the Platform **MUST BE RESOLVED THROUGH BINDING ARBITRATION** administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

### **8.2 Arbitration Procedures**

- Arbitration shall be conducted in **Atlanta, Georgia**
- One arbitrator shall be selected according to AAA rules
- Georgia law shall govern all proceedings
- The arbitrator's decision shall be final and binding

### **8.3 Class Action Waiver**

**YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, COLLECTIVE ACTIONS, OR REPRESENTATIVE PROCEEDINGS** against MyAmbulex. All claims must be brought individually.

### **8.4 Exceptions**

The following disputes may be brought in court:

- Claims for injunctive relief regarding intellectual property
  - Small claims court matters within jurisdictional limits
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## **9. HIPAA AND PRIVACY PROTECTIONS**

### **9.1 Platform Privacy Practices**

MyAmbulex collects only limited health information necessary for transportation matching, including:

- Mobility assistance requirements
- Wheelchair or special equipment needs
- General condition stability for transport appropriateness

### **9.2 Driver Privacy Obligations**

Drivers must:

- Maintain confidentiality of all Rider health information
- Use health information solely for providing safe transportation
- Not retain or share health information after service completion
- Report any privacy breaches immediately to MyAmbulex

### **9.3 Data Security**

MyAmbulex implements reasonable security measures to protect User information but cannot guarantee absolute security of transmitted data.

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## **10. ADA COMPLIANCE AND ACCESSIBILITY**

### **10.1 Platform Commitment**

MyAmbulex is committed to providing equal access to all Users and complying with the Americans with Disabilities Act (ADA).

### **10.2 Driver ADA Obligations**

Drivers must:

- Provide equal service to riders with disabilities
- Make reasonable accommodations when possible
- Maintain ADA-compliant vehicles when serving wheelchair users
- Receive appropriate disability awareness training

### **10.3 Accommodation Requests**

Users requiring specific accommodations should request them through the Platform to ensure appropriate Driver matching.

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## **11. USER CONDUCT AND PROHIBITED ACTIVITIES**

### **11.1 Acceptable Use**

Users must:

- Provide accurate and truthful information
- Use the Platform only for legitimate NEMT purposes
- Respect other Users and MyAmbulex personnel
- Comply with all applicable laws and regulations

## **11.2 Prohibited Conduct**

Users may not:

- Harass, threaten, or discriminate against other Users
- Use the Platform for emergency medical situations
- Circumvent Platform safety or payment systems
- Submit false reviews or ratings
- Violate any intellectual property rights
- Use the Platform for illegal activities

## **11.3 Account Suspension and Termination**

MyAmbulex reserves the right to suspend or terminate User accounts for:

- Violation of this Agreement
- Unsafe or unprofessional conduct
- Fraudulent activity
- Legal or regulatory violations

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## **12. FEES AND PAYMENT TERMS**

### **12.1 Platform Fees**

MyAmbulex charges service fees for Platform use, which may include:

- Transaction processing fees
- Platform access fees
- Payment processing charges

### **12.2 Payment Authorization**

By using the Platform, you authorize MyAmbulex to charge your designated payment method for all applicable fees.

### **12.3 Refund Policy**

Refunds are provided at MyAmbulex's sole discretion and according to posted refund policies.

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## **13. INTELLECTUAL PROPERTY**

### **13.1 Platform Ownership**

## **13.2 Limited License**

Users receive a limited, non-exclusive, non-transferable license to use the Platform solely for personal NEMT purposes.

## **13.3 User Content**

Users retain ownership of content they submit but grant MyAmbulex a worldwide license to use such content for Platform operations.

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# **14. CONSENT TO ELECTRONIC COMMUNICATIONS**

## **14.1 Electronic Agreement**

You consent to receive all communications, agreements, disclosures, and notices electronically, including:

- Agreement updates and modifications
- Account notifications and alerts
- Payment confirmations and receipts
- Legal notices and disclosures

## **14.2 Electronic Delivery Methods**

Electronic communications may be delivered via:

- Email to your registered email address
- Text messages to your registered phone number
- In-app notifications through the Platform
- Posted notices on the MyAmbulex website

## **14.3 Hardware and Software Requirements**

To access electronic communications, you must have:

- Internet access and a valid email address
- A device capable of receiving and displaying electronic documents
- Software capable of reading PDF documents

## **14.4 Withdrawal of Consent**

You may withdraw consent to electronic communications by contacting customer service, but this may result in account termination as electronic delivery is integral to Platform operations.

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## **15. MODIFICATIONS AND UPDATES**

### **15.1 Right to Modify**

MyAmbulex reserves the right to modify this Agreement at any time by posting updated terms on the Platform.

### **15.2 Notice of Changes**

Material changes will be communicated through:

- Email notification to registered Users
- In-app notifications
- Prominent Platform posting

### **15.3 Continued Use Constitutes Acceptance**

Your continued use of the Platform after modification notice constitutes acceptance of updated terms.

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## **16. GOVERNING LAW AND JURISDICTION**

### **16.1 Governing Law**

This Agreement is governed by the laws of the **State of Georgia** without regard to conflict of law principles.

### **16.2 Jurisdiction**

To the extent court proceedings are permitted under this Agreement, the state and federal courts of **Fulton County, Georgia** shall have exclusive jurisdiction.

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## **17. SEVERABILITY AND ENFORCEMENT**

### **17.1 Severability**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **17.2 Waiver**

MyAmbulex's failure to enforce any provision does not constitute a waiver of that provision or any other provision.

## **17.3 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

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## **18. TERMINATION**

### **18.1 Termination Rights**

Either party may terminate this Agreement at any time with or without cause.

### **18.2 Effect of Termination**

Upon termination:

- Platform access will be discontinued
  - Outstanding payment obligations remain due
  - Indemnification and arbitration clauses survive
  - Confidentiality obligations continue
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## **19. EMERGENCY DISCLAIMER**

**IMPORTANT: THE MYAMBULEX PLATFORM IS FOR NON-EMERGENCY TRANSPORTATION ONLY. IN CASE OF MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. DO NOT USE THE PLATFORM FOR EMERGENCY MEDICAL SITUATIONS.**

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## **20. CONTACT INFORMATION**

For questions about this Agreement or Platform services:

**MyAmbulex LLC**

Email: [support@myambulex.com](mailto:support@myambulex.com)

Phone: 404-301-0535

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## **DIGITAL SIGNATURE ACKNOWLEDGMENT**

By clicking "I AGREE," creating an account, or using the MyAmbulex Platform, you acknowledge that:

1. You have read and understand this entire Agreement
2. You agree to be bound by all terms and conditions
3. You consent to electronic communications and signatures
4. You understand that this Agreement contains a binding arbitration clause and class action waiver
5. Your electronic acceptance constitutes a legally binding signature

**I have read, understood, and agree to be bound by this Platform User Agreement**

**I consent to receive communications electronically**

**I acknowledge that I am entering into a legally binding agreement**

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*This Agreement was last updated on July 24, 2025 and is effective immediately upon acceptance.*