

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

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

Legal Matters: legal@MyAmbulex.com

Phone: 404-301-0535

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These Terms of Service have been reviewed by healthcare legal counsel and comply with Georgia law and medical transportation regulations.