

Medicare MyAmbulance App Agreement for Drivers

1. Introduction

This Agreement (“Agreement”) governs your use of the **Medicare MyAmbulance App** (“MyAmbulance App,” “App,” or “Service”), which is provided by **Integrated Medicare Solution Sdn Bhd** (“Medicare,” “we,” “our,” or “us”). By registering as an ambulance driver and using the MyAmbulance App to provide ambulance services to Medicare main app users and transport paramedics via the MyNurse app, you (“Driver,” “you,” or “your”) agree to be bound by this Agreement, the Privacy Policy, and any additional guidelines or policies issued by Medicare (collectively, the “Policies”). If you do not agree to these terms, you must not use the MyAmbulance App.

2. Definitions

1. **MyAmbulance App**: The digital platform that enables licensed drivers to provide ambulance services to users of the Medicare main app and transport paramedics through the Medicare MyNurse app.
2. **Driver**: An individual, company, or entity that has registered with Medicare and is authorized to operate an ambulance for patient and paramedic transport through the App.
3. **Patient**: A user of the Medicare main app who requests ambulance services.
4. **Paramedic**: A healthcare professional or nurse dispatched via the Medicare MyNurse app to provide on-site medical assistance.
5. **Services**: Transporting patients, paramedics, and necessary medical equipment, safely and promptly from one location to another as coordinated by the App.
6. **Personal Data**: Any information relating to an identified or identifiable individual, such as name, contact information, medical condition, or location.
7. **Content**: All information, text, audio, images, and data made available via the App.

3. Eligibility and Credentials

1. **Driver Licensing:** You must hold a valid driver's license and all required endorsements to operate an ambulance in your jurisdiction. If your jurisdiction requires an ambulance-specific license or certificate (e.g., Emergency Medical Technician (EMT) certification), you must maintain those credentials.
2. **Ambulance Certification:** The vehicle used for services must be registered and certified as an ambulance by the appropriate regulatory authority. It must be equipped with functioning sirens, lights, medical equipment, and other safety gear as required by law.
3. **Insurance:** You must maintain valid insurance covering ambulance operations, including liability coverage for personal injury, property damage, and any other coverage mandated by local regulation.
4. **Background Checks:** You consent to Medicare conducting background checks, including criminal record and driving history checks. Medicare reserves the right to suspend or terminate your account if you fail such checks or if your credentials lapse.

4. Registration and Verification

1. **Information Accuracy:** You agree to provide accurate, complete, and up-to-date information during registration and at all times when using the App, including vehicle registration details, insurance documents, and professional certifications.
2. **Verification:** You consent to Medicare verifying your credentials, which may include contact with regulatory bodies or other third parties. Medicare reserves the right to decline or revoke access if you fail to meet any eligibility criteria.

5. Scope of Services and Responsibilities

1. **Ambulance Transport:** You will safely transport patients from their designated pick-up location to their destination (e.g., a hospital) using your certified ambulance, following all traffic regulations and ambulance protocols. You agree to prioritize patient safety and use emergency signals responsibly according to the urgency of the situation and applicable laws.
2. **Paramedic Transport:** If a paramedic is dispatched via the MyNurse app, you agree to coordinate pickup and drop-off as directed in the App. You must ensure there is space in the ambulance for paramedics and any medical equipment they bring.

3. **Timeliness:** You must promptly respond to service requests and comply with navigation instructions provided by the App. You agree to inform patients and paramedics of estimated arrival times and promptly notify them of any delays.
4. **Vehicle Safety and Maintenance:** You are responsible for ensuring that the ambulance is clean, well-maintained, and equipped with required medical and safety equipment at all times. You will regularly inspect your vehicle's equipment, including oxygen tanks, stretchers, monitors, and first aid supplies.
5. **Compliance with Protocols:** You agree to follow emergency response protocols and guidelines set by relevant authorities and Medicare. You must respect local traffic laws, especially when using emergency lights and sirens.
6. **Conduct:** You will treat patients, paramedics, and other healthcare providers with respect, courtesy, and professionalism. You must not engage in verbal or physical harassment, discrimination, or any inappropriate conduct while providing services.

6. Communication and Coordination

1. **App Communication:** You agree to maintain active communication through the App during active service calls. This includes confirming patient and paramedic pick-ups, updating real-time status (e.g., en route, arrived), and promptly responding to in-app messages.
2. **Emergency Situations:** You must immediately alert the appropriate authorities if there is an emergency beyond your scope (e.g., patient requires advanced life support or there is a vehicle accident). You also agree to contact Medicare's support or emergency line if there are safety concerns or technical issues.

7. Payment and Fees

1. **Service Pricing:** The cost of each ambulance service is determined based on distance, urgency, and other factors. Medicare will communicate the fee structure in the App. Patients may pay Medicare directly; Medicare will remit payment to you after deducting commissions or service fees.
2. **Commission and Payout:** Medicare may collect a commission or platform fee from each service. The commission percentage and payout schedule will be disclosed in the App. You authorize Medicare to process payments on your behalf.

3. **Taxes:** You are responsible for any taxes or statutory contributions on earnings from ambulance services. Medicare may withhold taxes if required by law and remit such amounts to the proper authorities.

8. Confidentiality and Data Protection

1. **Patient Information:** You will receive personal and medical information about patients and paramedics. You agree to keep all such information strictly confidential and to use it only for the purpose of fulfilling your service duties. You will not disclose or share this information with any third party, except as required by law.
2. **Data Security:** You will take reasonable steps to secure any devices or communications used for the App, ensuring unauthorized parties cannot access patient information. You agree to comply with data protection regulations such as the Malaysian Personal Data Protection Act (PDPA) or similar laws in your jurisdiction.
3. **Compliance with Privacy Policies:** You agree to abide by Medicare's Privacy Policy and any legal obligations regarding the storage, transmission, and use of personal data. Violations of patient confidentiality or data privacy will result in immediate termination and may lead to legal consequences.

9. Code of Conduct and Professional Standards

1. **Respectful Behavior:** You must treat all patients and paramedics with dignity and respect, regardless of their background, medical condition, race, religion, gender, or other personal attributes.
2. **Safety Protocols:** You must follow established safety procedures when loading, transporting, and unloading patients. Always use appropriate lifting techniques and secure patients properly.
3. **Alcohol and Drug Use:** You must not operate the ambulance under the influence of drugs or alcohol. Possession or consumption of illegal substances or weapons while on duty is strictly prohibited.
4. **Non-Emergency Transport:** If you believe that the request does not qualify as an emergency or if the patient requires a different type of transport (e.g., scheduled non-urgent hospital appointment), you must inform the patient and direct them to the appropriate service.

10. Intellectual Property

1. **License:** Medicare grants you a non-exclusive, non-transferable, revocable license to use the MyAmbulance App for the sole purpose of providing ambulance and paramedic transport services.
2. **Restrictions:** You will not copy, modify, distribute, reverse engineer, or create derivative works from the App or its contents. Medicare retains ownership of all intellectual property rights in the App.

11. Indemnification

You agree to indemnify, defend, and hold harmless Medicare, its affiliates, officers, employees, and agents from any claims, damages, losses, liabilities, costs, or expenses (including attorneys' fees) arising from or related to: (a) your violation of this Agreement or any applicable law; (b) your negligence, misconduct, or failure to follow safety or medical protocols; or (c) any accident, injury, or damage that occurs during the course of providing ambulance services.

12. Limitation of Liability

To the fullest extent permitted by law, Medicare and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the MyAmbulance App, including lost profits, loss of data, or injury claims. Medicare's total liability, if any, for any claim arising under this Agreement will not exceed the amount of commissions paid to you during the last six months.

13. Termination

1. **By Medicare:** Medicare may suspend or terminate your access to the MyAmbulance App at any time for any reason, including breaches of this Agreement, unsafe driving behavior, lapse of required credentials, or other conduct that could harm patients, paramedics, or the Medicare brand.
2. **By Driver:** You may stop using the App and request account termination at any time by notifying Medicare. Termination does not relieve you of outstanding obligations such as confidentiality, outstanding payments, or indemnification responsibilities.
3. **Effect of Termination:** Upon termination, your right to use the App will cease immediately. Sections pertaining to confidentiality, indemnification, and limitation of liability will survive termination.

14. Dispute Resolution and Governing Law

1. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of Malaysia, without regard to conflict-of-laws principles.
2. **Arbitration:** Any dispute or claim arising out of or relating to this Agreement or your use of the MyAmbulance App will be resolved through binding arbitration administered by the Asian International Arbitration Centre (AIAC) in Kuala Lumpur. Arbitration shall be conducted in English by a single arbitrator whose decision shall be final. The cost of arbitration will be shared equally between the parties unless otherwise determined by the arbitrator.
3. **Emergency Relief:** This clause does not prevent either party from seeking temporary restraining orders or other provisional relief in a court of competent jurisdiction.

15. Amendments

Medicare reserves the right to modify this Agreement at any time. We will provide notice of significant changes via the App or through your registered contact information. If you continue using the MyAmbulance App after such changes take effect, you agree to the revised terms.

16. Miscellaneous

1. **Entire Agreement:** This Agreement, along with the Privacy Policy and any additional terms or policies referenced herein, constitutes the entire agreement between you and Medicare regarding the MyAmbulance App and supersedes all prior or contemporaneous understandings.
2. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
3. **No Waiver:** Medicare's failure to enforce any right or provision of this Agreement does not constitute a waiver of such right or provision.
4. **Assignment:** You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. Medicare may assign or transfer this Agreement without restriction.
5. **Independent Contractor:** Nothing in this Agreement is intended to create an employment relationship, partnership, or joint venture. You are an independent contractor responsible for your own tax obligations, insurance, and regulatory

compliance.

By registering and using the Medicare MyAmbulance App, you acknowledge that you have read, understood, and agree to the terms and conditions set forth in this Agreement. If you do not agree to these terms, please do not use or register for the MyAmbulance App.