



Effective Date: July 1, 2020 MedTrans Go Terms and Conditions

IMPORTANT: PLEASE REVIEW THE TERMS AND CONDITIONS SET FORTH BELOW CAREFULLY. BY ENTERING INTO THESE TERMS AND CONDITIONS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS CONTAINED IN THESE TERMS AND CONDITIONS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

0. INTRODUCTION.

These MedTrans Go Terms and Conditions (these “**Terms**”) are entered into by and between MedTrans GO, Inc., a Georgia corporation (“**MTG**”) and you, the individual, entity, or party identified within entering into these Terms (“**Party**”, “**you**”, or “**your**”), if you are an individual entering into these Terms on behalf of an entity, you represent and warrant that you have authority to bind such entity through your agreement with these Terms. These Terms set forth the terms and conditions under which Party may access the MTG App and use any services on behalf of such Party’s employees, customers, and other individuals via use of the MTG App. All of Party’s use of the MTG App and any access related thereto is subject to these Terms, as may be modified, amended, or updated by MTG from time to time, effective upon MTG posting an updated version of these Terms and by updating the “Effective Date” at the top of these Terms. MTG will provide the Party with a notice of any such modifications, amendments, or updates via updating the “Effective Date” at the top of these Terms, and Party is responsible for regularly reviewing these Terms. Continued use of MTG App after any such modifications, amendments, or updates shall constitute Party’s consent to such changes to these Terms.

These Terms govern your access or use of the applications, websites, content, products, and services made available by MTG and its third-party service providers. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND MTG.

By accessing or using the MTG Services (as defined below), you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the MTG

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Services. These Terms expressly supersede prior agreements or arrangements with you. MTG may immediately terminate these Terms or any MTG Services with respect to you, or generally cease offering or deny access to the MTG Services or any portion thereof, at any time and for any reason. Using the MTG App to evaluate whether to enter into a business relationship with MTG shall not constitute a commercial use for the purposes hereof. It is a violation of these Terms for you to use the MTG App in violation of any applicable laws and regulations or in violation of the rules of any MTG service providers.

Supplemental terms set forth in a separate agreement between you and MTG may apply to certain MTG Services and other services MTG offers (the “**Supplemental Terms**”). Supplemental Terms are in addition to, and are deemed a part of, and are incorporated herein by this reference, these Terms for the purposes of the applicable MTG Service(s). If you are a Service Provider or a user that acts as a healthcare provider or facility that requests MTG Services on behalf of a patient, Supplemental Terms includes, without limitation, the Business Associate Agreement entered into between you and MTG. Supplemental Terms shall prevail over these Terms in the event of a conflict.

If MTG changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing MTG written notice of such rejection within 30 days of the date such change became effective, as indicated in the “Effective Date” above. This written notice must be by mail to MedTrans Go, 5400 Glenridge Drive, Suite # 422387, Atlanta, Georgia 30342. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of the most version of the Terms you have accepted in accordance with these Terms. Failure to reject the modified Terms as set forth above will cause to waive your right to reject the modified Terms.

1. DEFINITIONS.

“**Active User**” means an individual with an active personal MTG App user account for the MTG Service, the creation of which requires (i) registering with MTG, (ii) and accepting the Terms.

“**Information Recipient**” means an individual(s) who have authorized a Party User to provide information to MTG and receive notifications from MTG, including but not limited through SMS, email, and telephone calls, regarding the MTG Services such Party User requested on behalf of



the individual.

“Party User” means any user of MTG Services or the MTG app.

“Guest User” means (i) an individual who is not an Active User, and (ii) Information Recipients.

“MTG App” means MTG’s mobile application and website located at www.MedTransGo.com required for personal use of the MTG Service, as may be updated by MTG or its affiliates from time to time.

“MTG Services” means MTG’s or its affiliates’ technology services that enables Active Users to request on-demand non-emergency ground transportation and foreign language translation services from independent third-party providers.

“User Charges” means charges incurred by Party Users for the use of the MTG Services, including any applicable tolls, foreign transaction fees, taxes, Charges (as defined in Section 8.6 below), fees for Cleaning or Repair (as defined in Section 8.7 below), and any other fees or charges that may be due for a particular use of the MTG Service.

2. PROVISION OF SERVICES TO PARTY

2.1 Contact Us. If you have any questions about these Terms or the MTG Services or MTG App, please contact us by email at info@medtransgo.com.

2.2 Access to Services. MTG may establish a Party corporate account (if applicable) that will enable Party to request MTG Services and provide billing on behalf of any applicable Party User. Party expressly acknowledges and agrees that any and all transportation and foreign language translation services provided to Party Users are not provided by MTG, but by independent third- party transportation and foreign language translation service providers. As part of the corporate account, Party agrees to provide and maintain during the Term a valid Party credit card number that may be charged as set forth herein. Party acknowledges that any Party User utilizing billing services will incur User Charges to the account of Party, and not to the Party User’s personal account or credit card. Subject to Party’s compliance with these Terms, MTG agrees to use commercially reasonable efforts to provide the MTG Service as set



forth herein.

2.3 Active Users; Guest Users.

2.3.1 Prior to requesting the MTG Service on behalf of any Party User, Party shall obtain from the Party User and submit to MTG the following information with respect to such Party User: (i) first and last name, (ii) active telephone number, (iii) pick-up and drop-off address, and (iv) other information the parties may mutually agree upon, in order to permit MTG to confirm whether such Party User is an Active User or a Guest User. Party shall ensure that all data provided to MTG is accurate and complete and Party represents and warrants that Party has received all necessary permissions and licenses to provide such data to MTG, and MTG shall not be liable to Party, any Party User or any other party with respect to inaccurate, incomplete, or unauthorized data supplied by Party.

2.3.2 Party shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom Party requests the MTG Services. MTG shall have no responsibility for contacting or providing messaging of any sort pursuant to these Terms to any individual who is not an Active User.

2.3.3 Party may provide to MTG the name and phone number of an Information Recipient and MTG may provide notifications regarding a Party User's ride to such Information Recipient, including via SMS messaging and email. MTG shall not be liable to Party, any Party User, or any other party with respect to inaccurate, incomplete, or unauthorized Information Recipient information supplied by Party.

2.4 Responsibility for Party User Charges. Party agrees that (a) Party is responsible for all User Charges incurred by Party Users via MTG's billing procedures, regardless of whether such User Charge was authorized between Party User and Party and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand. Further, Party agrees that MTG shall not be responsible for User Charges incurred by a Party User after Party has attempted removal of such Party User from billing to the extent Party provides incomplete or inaccurate Party User removal information via the MTG App. Finally, as between Party and MTG, Party shall be responsible for any User Charges incurred due to fraudulent or other unpermitted activity on the part of Party User's use of the MTG App and/or MTG Services. Party shall notify MTG promptly upon discovery of fraudulent or unpermitted activity occurring under Party's account.



2.5 Restrictions. Party agrees to, and to cause all Party Users to, use the MTG Services and MTG App solely as set forth in these Terms; provided, however, that in the event of a conflict between these Terms with respect to Party or any authorized Party User with the MTG Service, the terms of these Terms shall control. MTG reserves the right to suspend participation in all MTG Services to Party and/or any Party Users for violations of these Terms. Party shall not, and shall not authorize others to, (a) sublicense, lease, rent, sell, give, or otherwise transfer or provide the MTG Service or any MTG application to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated by MTG for any usage of the MTG Service or (d) impose any additional fees or charges on a Party User related to use of the MTG Service. MTG reserves all rights not expressly granted under these Terms.

2.6 Privacy Policy. The MedTrans Go privacy policy explains MTG’s practices relating to the collection of information through or in connection with the MTG APP and MTG Services, available at: “[MTG Privacy Policy](#)”. The MTG Privacy Policy is incorporated into and made a part of these Terms by this reference and governs MTG’s use of your information and/or any information you submit or otherwise make available to MTG in connection with the MTG Services.

2.7 Prices for MTG Services. Please refer to “[Exhibit 1](#)” incorporated herein and made a part of these Terms by this reference, for MTG’s comprehensive price list of the MTG Services. The prices set forth in Exhibit 1 are subject to change, so please frequently review Exhibit 1 for MTG’s most up-to-date prices.

2.8 Billing and Payment of Service Providers. By agreeing to these Terms, you agree to receive 70% of the total cost of rides and MTG will keep 30%. Base pay for trips starts from \$45. Payment will be made on the 1st and 15th of every month for rides completed in the previous cycle (at least 2 weeks before the 1st and 15th).

2.9 “Interpretation Service” Virtual Interpretation Services (by phone and video) cost \$20 per 15 minutes for Spanish language and \$30 per 15 minutes for other languages, subject to the availability of the requested interpreter (does not include transportation, transportation billed separately). In person/ onsite Interpretation Services will be \$50 per hour for Spanish language, \$100 per hour for other languages and \$150 per hour for American sign language. \$50 deposit mandatory upon scheduling. Deposit is non-refundable if cancelled within 24 hours of service request.



a) Additional Provisions.

1. Twenty-five percent (25%) surcharge for MTG Service requests for late evenings to early morning (7pm local time – 7am local time).
2. Twenty-five percent (25%) surcharge for MTG Service requests on Saturdays.
3. Fifty percent (50%) surcharge for MTG Service requests on holidays (as determined by MTG) and Sundays.

MTG reserves the right to reduce or increase the above fee rates at its discretion.

MTG also reserves the right to reduce the above fee rate depending on volume of business or a refundable retainer deposit is made. In the event of termination of these Terms, MTG may retain up to ten percent (10%) of any retainer deposit because of discounts and administrative costs. Payment (preferably electronic through the MTG App) is required prior to scheduling of MTG Services. In the event that payment is not possible, payment of invoice is expected within ten (10) business days of MTG's demand for payment or invoice date (whichever is earlier) after which a monthly ten percent (10%) late payment fee is assessed. Pre-payment may be required before a client is allowed to schedule his/her own services with MTG through your account. All amounts under these Terms are in United States Dollars.

2.10 MTG Commissions. Business generated by MTG through its sales and marketing team will be subject to a thirty percent (30%) commission of any amount charged to an end customer. This rate can be increased up to fifty percent (50%) at the discretion of MTG upon MTG's notice to you, the Service Provider.

Service Providers may generate requests for MTG Service that are dispatched through the MTG App but were not originally generated by MTG. This allows Service Providers to use the MTG App to efficiently dispatch and bill their pre-existing book of business. MTG will receive 10% for every request for MTG Services dispatched through the MTG App but not generated by MTG.



3. SERVICES.

3.1 Service Providers. Unless you are a Service Provider or otherwise agreed to by MTG, you are explicitly prohibited by MTG to obtain the MTG Service on behalf of other Party Users on a commercial basis, the MTG Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN TRANSPORTATION AND/OR TRANSLATION SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH MTG AS A PROVIDER OF TRANSPORTATION OR TRANSLATION SERVICES.

3.2 Independent Contractors. MTG coordinates access to third party providers of Non-Emergency Medical Transportation Services (“NEMT”) as well as Foreign Language Translation Services (“FLTS” together with NEMT, the “Service Providers” and individually, a “Service Provider”) Each Service Provider represents, warrants, and covenants as follows: (a) that each Service Provider is an independent contractor and is NOT an employee of MTG; (b) each Service Provider has met, and will continue to meet during the Term, the requirements required under all applicable federal, state, and local laws, rules, and regulations, including, without limitation, those regarding training, insurance, background verification, drug testing or other requirements, as necessary to safely and legally perform the MTG Services; (c) to perform all MTG Services in a professional and workmanlike manner in accordance with good industry standard; (d) as applicable, it is a validly organized entity under the laws of the jurisdiction of its incorporation or formation and has the authority to enter into these Terms; (e) it has all right, power, and authority necessary to enter into these Terms, perform its obligations hereunder and grant the rights it grants to MTG hereunder; and (f) its performance under these Terms and of any MTG Services, and MTG’s exercise of its rights under these Terms, will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound or any applicable law, rule or regulation. Upon MTG’s lawful request, Service Provider will immediately replace any personnel used by Service Provider to provide MTG Services and will not use specific Service Provider personnel identified by MTG to provide MTG Services. Each Service Provider acknowledges and agrees that it is subject to additional requirements and verification as deemed appropriate and necessary by MTG in its sole discretion and such requirements and verifications may be modified by MTG in its sole discretion. MTG may in its sole discretion, with or without cause, terminate its relationship with the Service Provider as set forth in these Terms. In addition, any Service Provider found to be non-compliant with the applicable rules, laws, or policies of MTG, such Service Provider shall



be terminated automatically. Each Service Provider expressly acknowledges and agrees that its relationship with MTG is that of an independent contractor and that no joint venture, partnership, employment, or agency relationship exists between the Service Provider and MTG as a result of these Terms or the Service Provider's provision of the MTG Services and that neither the Service Provider nor MTG shall have the right to enter into contracts on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate written agreement between the Service Provider and MTG.

3.2.1. Transportation Company: Each NEMT Service Provider is required to maintain general liability insurance coverage with a minimum of \$1,000,000 coverage, worker's compensation and sexual harassment insurance coverage, and automobile insurance coverage in amounts as required by applicable law. In addition, MTG shall be listed as an additional insured on said insurance policies and each NEMT Service Provider shall provide documentation as requested or required by MTG and no less than annually, including a certificate of insurance evidencing the inclusion of MTG as an additional insured on all policies for any non-owned and hired automobile policies, as well as any general/excess liability policies. It is the responsibility of each NEMT Service Provider company to ensure that its drivers and vehicles, as applicable, shall have met and will meet the following minimum requirements, with documented evidence support such compliance, prior to providing any services to any Party User: (a) passage of a 10-panel drug screen updated every six (6) months and the results of any random drug testing requested by MTG; (b) no criminal convictions in last 10 years, updated annually; (c) first aid training, CPR training, and defensive driver training, all of which must be updated annually; (d) wheelchair and stretcher usage certified and trained, both of which must be updated annually and provided to MTG; (e) patient handling training and certification, both of which must be updated annually; (f) Health Insurance Portability and Accountability Act ("HIPAA") compliance training and certification, updated annually; (g) motor vehicle records and records of driving history for last 10 years, updated annually; (h) vehicle registration for all provided vehicles and updated every six (6) months; (i) vehicle inspection reports of all vehicles, which must be updated every six (6) months; and (j) any other evidence as requested by MTG or required by law for the safe transportation of patients and operation of vehicles. If an NEMT Service Provider fails to provide any of the foregoing to MTG upon MTG's request, MTG may immediately suspend the NEMT Service Provider's ability to provide MTG Services. NEMT Service Provider agrees that it will provide immediate notice to MTG of any injuries sustained to any Party Users while the NEMT Service Providers are providing any MTG Services. NEMT Service Providers must: (i) keep documentation regarding any incidents, injuries, and/or accidents that occur during the NEMT Service Provider's provision of any MTG Service; (ii) implement and document corrective action plans to prevent the occurrence of any future



incidents, injuries, and/or accidents (“**Corrective Action Plans**”). NEMT Service Providers will share such Corrective Action Plans with MTG and implement any reasonably requested modifications to the Corrective Action Plan requested by MTG. MTG may upon notice to an NEMT Service Provider perform an audit and assessment of any NEMT Service Provider’s written and electronic records, policies and procedures, equipment, vehicles, Corrective Action Plans, and any other materials reasonably requested by MTG relating to these Terms and/or the MTG Services to ensure compliance with these Terms and the NEMT Service Provider’s ability to safely and professionally provide MTG Services. If MTG determines, in its sole discretion, that the NEMT Service Provider has failed to carry out any Corrective Action Plan or that the NEMT Service Provider is otherwise unable to provide MTG Services safely and professionally, MTG may suspend the NEMT Service Provider’s ability to provide MTG Services until MTG determines, in its sole discretion, that the NEMT Service Provider has fulfilled its obligations under the applicable Corrective Action Plan and is able to provide the MTG Service safely and professionally. In addition, NEMT Service Providers and their drivers expressly understand that they may not be paid if late for pick up. MTG is not responsible for last minute cancellations, parking fees, towing expenses or traffic violations. The MTG App is for NON-EMERGENCY MEDICAL TRANSPORT ONLY. Each NEMT Service Provider shall confirm upon dispatch that all requested MTG Services are for NON-EMERGENCY transportation prior to dispatching any MTG Services. Further, each NEMT Service Provider expressly agrees and acknowledges that it shall hold MTG and its affiliates and their officers, directors, employees, contractors, partners, licensors, and agents harmless from any liability, costs, or penalties in any way resulting from the performance of the MTG Services as a result of the conduct or actions of any persons provided by each NEMT Service Provider for the performance of the MTG Services, including, without limitation, its violation of any obligations under these Terms, any applicable federal, state, or local law, rule or regulation, or HIPAA through the provision of any MTG Services, and each NEMT Service Provider will indemnify MTG and its affiliates and their officers, directors, employees, contractors, partners, licensors, and agents for any costs, claims, demands, losses, liabilities, suits, actions, proceedings, damages, settlements, judgments, injuries, fines, penalties, obligations, risks, and expenses (including attorneys' fees) arising out of or related to the actions, inactions, or conduct of each NEMT Service Provider and its agents, employees, drivers and/or personnel in performance of the MTG Services, for any breach of any NEMT Service Provider’s warranties made under these Terms, any claim, action or proceeding commenced against MTG or any of its affiliates alleging that NEMT Service Provider, NEMT Service Provider’s personnel or any of their respective directors, officers, employees, agents, or contractors are employees of MTG for any purpose, and/or any failure of any NEMT Service Provider to provide and maintain any certifications required by applicable federal, state, or local law, rule, or regulation, MTG, or these Terms. It is further understood that

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NEMT Service Provider shall indemnify and hold harmless MTG and its affiliates and their officers, directors, employees, contractors, partners, licensors, and agents from any and all costs, claims, demands, losses, liabilities, suits, actions, proceedings, damages, settlements, judgments, injuries, fines, penalties, obligations, risks, and expenses (including attorneys' fees) arising out medical transportation that changes from non- emergency to an emergency medical situation during transport.

3.2.2. End User or Patient: Party expressly understands and agrees that the MTG App is for NON- EMERGENCY MEDICAL TRANSPORTATION ONLY and will communicate the same for any other party, including, without limitation, Information Recipients and Guest Users, on whose behalf Party procures the MTG Services. In the event of an emergency medical situation arising any time prior to, during and after transportation, each Party is responsible for contacting 911 on their own behalf and it is not the responsibility of MTG, a Service Provider, or any other dispatched driver to contract 911 or make emergency transportation on behalf of the Party or the individual on whose behalf Party procured the MTG Services. MTG is not a medical delivery company or a medical provider and does not and is not responsible or obligated to provide medical care during transportation. MTG is not responsible for traffic conditions or delays in getting to medical appointments related thereto. Each Party shall be responsible for any late fees or cancellation fees with their health care providers as a result of lateness or cancellation with such provider. MTG is not responsible for any adverse health effects as a result of a delay due to traffic conditions, weather or general lateness as a result of transportation. Payments are non-refundable. MTG does not collect or retain health information regarding a transported Party other than information necessary for transportation and billing.

3.2.3. Interpreters/Translators: MTG prefers that each FLTS maintain general liability insurance coverage with a minimum of \$500,000 coverage. In addition, MTG shall be listed as an additional insured on said insurance policy and each FLTS shall provide documentation as requested or required by MTG and no less than annually, including a certificate of insurance evidencing the inclusion of MTG as an additional insured on any general/excess liability policies. Subject to review and approval of MTG, FLTS providers are required, prior to providing any services to any Party User, to have a valid and unexpired certificate for, with documented evidence supporting such compliance: (a) their applicable language service, which must be updated annually; and (b) HIPAA compliance training and certification, which must be updated annually. If an FLTS fails to provide any of the foregoing, MTG may immediately suspend the FLTS's ability to provide MTG Services. FLTS providers may not be reimbursed or paid for last minute cancellations, no show appointments, or lateness of FLTS providers for delayed patient pick up. As with NEMTs, MTG is not responsible for traffic conditions or violations, traffic tickets,



towing fees or parking fees. Each FLTS provider expressly agrees and acknowledges that it shall hold MTG harmless from any liability, costs, or penalties in any way resulting from the performance of the MTG Services as a result of the conduct or actions of any persons provided by each FLTS Service Provider for the performance of the MTG Services, including, without limitation, its violation of any obligations under these Terms, any applicable federal, state, or local law, rule, or regulation, including, without limitation, HIPAA, and each FLTS Service Provider will indemnify and hold harmless MTG and its affiliates and their officers, directors, employees, contractors, partners, licensors, and agents for any costs, claims, demands, losses, liabilities, suits, actions, proceedings, damages, settlements, judgments, injuries, fines, penalties, obligations, risks, and expenses (including attorneys' fees) arising out of or related to the actions, inactions, or conduct of each FLTS Service Provider and its agents, employees, drivers, any claim, action or proceeding commenced against MTG or any of its affiliates alleging that FLTS Service Provider, FLTS Service Provider's personnel or any of their respective directors, officers, employees, agents, or contractors are employees of MTG for any purpose, FLTS Service Provider's personnel in performance of the MTG Services, the FLTS Service Provider's breach of any of its warranties under these Terms, and/or any failure of any FLTS Service Provider to provide and maintain any certifications required by applicable federal, state, or local law, rule, or regulation, MTG, or these Terms.

3.2.4. Business Requesting Service (Doctors/Attorney offices): MTG is not a medical delivery company or emergency medical transportation company, MTG is not responsible for incorrect date, time or location given by the Party, MTG is not responsible for lateness caused by the actions of an NEMT Service Provider, weather, or traffic congestion. All services are paid immediately upon completion of service. Payments are non-refundable. In the event MTG or any Service Provider collects health information of any Party User or Information Recipient, MTG and Service Provider will observe their respective duties as set forth in any applicable separate agreement entered into between MTG and the applicable Service Provider in addition to their obligations under these Terms.

4. LICENSE.

Subject to your compliance with these Terms, MTG grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the MTG App on your personal device solely in connection with your use of the MTG Services; and (ii) access and use any content, information and related materials that may be made available through the MTG Services, in each case solely for your use of the MTG Services. Any rights not expressly



granted herein are expressly reserved by MTG and MTG's licensors.

5. RESTRICTIONS.

You may not, and may not authorize, assist, or encourage others to: (i) remove any copyright, trademark or other proprietary notices from any portion of the MTG Services or MTG App; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the MTG Services or MTG App except as expressly permitted by these Terms; (iii) decompile, reverse engineer or disassemble the MTG Services; (iv) link to, mirror or frame any portion of the MTG App; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the MTG App or unduly burdening or hindering the operation and/or functionality of any aspect of the MTG App; (vi) attempt to gain unauthorized access to or impair any aspect of the MTG App or its related systems, networks, data or information not intended by MTG to be made accessible to you; (vii) use the MTG App transmit any unsolicited advertising, promotional materials, or "junk mail"; (viii) probe, scan, or test the vulnerability of or breach the authentication measures of the MTG App; (ix) compile, use, download or otherwise copy any user information or any portion thereof available on or through the MTG Service or MTG APP, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party; or (x) use the MTG Services or the MTG App in any manner that is fraudulent, malicious, or promotes illegal activities or any conduct that would constitute a criminal offense or that gives rise to civil liability.

6. THIRD PARTY SERVICES AND CONTENT.

The MTG Services may be made available or accessed in connection with third party services and content (including advertising) that MTG does not control. Additionally, some hyperlinks provided through the MTG Services may navigate you away from MTG App or the MTG Services. You acknowledge that different terms of use and privacy policies may apply to your use of such third- party websites, services, products, and content. You should review the terms of use and privacy policies that are posted on any website that you visit or are applicable to the products, services or content you purchase or access prior to doing so. MTG does not endorse such third- party services and content and in no event shall MTG be responsible or liable for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such websites, services, products, or content available through such third party providers or their websites. Additionally, Apple Inc., Google, Inc., Microsoft Corporation, and



BlackBerry Limited, as applicable, will be a third- party beneficiary to this contract if you access the MTG Services using the MTG App developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the MTG Services in any manner. Your access to the MTG Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service and privacy policy.

7. OWNERSHIP.

The MTG App and all rights therein are and shall remain MTG's property or the property of MTG's licensors. Neither these Terms nor your use of the MTG Services or MTG App convey or grant to you any rights: (i) in or related to the MTG Services except for the limited license granted above; or (ii) to use or reference in any manner MTG's company names, logos, product and service names, trademarks or services marks or those of MTG's licensors. All trademarks, service marks, and logos that are used or displayed on or through the MTG Services and/or MTG App are owned by MTG. You must obtain MTG's written permission prior to using any trademark or service mark of MTG. Unauthorized use of any trademarks, service marks or logos used on or through the MTG Service or MTG App may be a violation of state, national and international trademark laws. Additionally, MTG's custom icons, graphics, logos, and scripting on the MTG App may be covered by trademark, trade dress, copyright or other proprietary right law, and may not be copied, modified or used, in whole or in part, without the prior written permission of MTG.

8. ACCESS AND USE OF THE SERVICES.

8.1 User Accounts. In order to use most aspects of the MTG Services, you must register for and maintain an active personal user Services account ("**Account**"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction if the applicable age of majority is greater than 18 in your jurisdiction, to obtain an Account, use the MTG App, or receive the MTG Services and you warrant that you are at least 18 years of age or the applicable age of majority. Account registration requires you to submit to MTG certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by MTG. You agree to maintain accurate, complete, and up- to-date information in your Account. Unless otherwise permitted by MTG in writing, you may only possess one



Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the MTG Services. You are responsible for all activity that occurs under your Account regardless of whether you authorize such activity or not, and you agree to maintain the security and secrecy of your Account username and password at all times. Anyone with knowledge of or access to your Account data or the security questions and responses associated with your Account can use that information to gain access to your Account. You are solely liable for any claims, damages, losses, costs, or other liabilities resulting from or caused by any failure to keep your Account data and the security questions and responses confidential, whether such failure occurs with or without your knowledge or consent. You will immediately notify MTG of any suspected or actual unauthorized access to or use of your Account data or any other breach of your Account security.

8.2 User Requirements and Conduct. The MTG Services are not available for use by persons under the age of 18 or the age of legal majority in your jurisdiction if the applicable age of majority is greater than 18 in your jurisdiction. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 or the applicable age of majority to receive MTG Services from Service Providers. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable federal, state, and local laws, rules, and regulations when accessing or using the MTG Services, and you may only access or use the MTG APP and MTG Services for lawful purposes (e.g., you may not transport unlawful or hazardous materials through use of the MTG Services) and in compliance with these Terms. You may not in your access or use of the MTG Services cause nuisance, annoyance, inconvenience, or property damage, whether to MTG, a Service Provider, another user of the MTG Service or MTG App, or any other party. In certain instances, you may be asked to provide proof of identity or other method of identity verification to access or use the MTG Services, and you agree that you may be denied access to or use of the MTG Services if you refuse to provide proof of identity or other method of identity verification.

8.3 Text Messaging and Telephone Calls. You agree that MTG may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an MTG account. You represent and warrant that you have received all legally necessary permissions and licenses to provide another individual's phone number to MTG on behalf of the individual and for MTG to use such telephone number to provide the MTG Services and you hereby agree to indemnify MTG for claims resulting from any phone number you provide to MTG or MTG's use thereof in



accordance with these Terms. You understand that you are not required to provide this consent as a condition of purchasing any property, goods, or services. You also understand that you may opt out of receiving text messages from MTG at any time, either by texting the word "STOP" using the mobile device that is receiving the text messages, or by contacting us by email at privacy@medtransgo.com. You and the individuals to receive text messages and telephone calls are responsible for all charges for such messages and calls pursuant to your and their agreements with your and their applicable telephone carriers.

8.4 User Provided Content. MTG may, in MTG's sole discretion, permit you from time to time to submit, upload, publish, or otherwise make available to MTG through the MTG Services textual, audio, and/or visual content and information, including commentary and feedback related to the MTG Services, and initiation of support requests ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to MTG, you grant MTG a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the MTG Services and MTG's business and on third party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant MTG the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor MTG's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by MTG in its sole discretion, whether or not such material may be protected by law. MTG may, but shall not be obligated to, review, monitor, or remove User Content, at MTG's sole discretion and at any time and for any reason, without notice to you. You hereby agree to indemnify MTG and its affiliates and their officers, directors, employees, contractors, partners, licensors, and agents for any costs, claims, demands, losses, liabilities, suits, actions, proceedings, damages, settlements, judgments, injuries, fines, penalties, obligations, risks, and expenses (including attorneys' fees) arising out



of any User Content you submit to MTG or post through the MTG Services.

8.5 Network Access and Devices. You are responsible for obtaining the data network access necessary to use the MTG Services. Your mobile network's data and messaging rates and fees may apply if you access or use the MTG Services from your mobile device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the MTG Services and MTG App and any updates thereto. MTG does not guarantee that the MTG Services or MTG App, or any portion thereof, will function on any particular hardware or devices. In addition, the MTG Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications and MTG is not responsible or liable for any such malfunction or delay.

8.6 Payment. You understand that use of the MTG Services may result in charges to you for the services or goods you receive ("**Charges**"). MTG will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the MTG Services. Charges will be inclusive of applicable taxes only where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges, or processing fees for split payments. MTG may separately bill you for taxes applicable to your use of the MTG Services.

All Charges and payments will be enabled by MTG using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that MTG may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by MTG. All Charges are in United States Dollars and all payments thereof must be in United States Dollars.

As between you and MTG, MTG reserves the right to establish, remove, and/or revise Charges for any or all services obtained through the use of the MTG Services at any time in MTG's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. MTG will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. MTG may, from time to time, provide certain users with promotional offers and



discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the MTG App, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the MTG Services or the Charges applied to you. You may elect to cancel your request for MTG Services at any time prior to the commencement of such MTG Services, in which case you may be charged a cancellation fee by MTG and/or on a Service Provider's behalf. After you have received services obtained through the MTG Service, you will have the opportunity to rate your experience and leave additional feedback (only your rating will be visible to other users). MTG may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Service Providers or other third parties.

8.7 Repair, Cleaning or Lost and Found Fees. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, vehicles and property resulting from use of the MTG Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("**Repair or Cleaning**"). In the event that a Repair or Cleaning request is verified by MTG in MTG's reasonable discretion, MTG reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by MTG to a Service Provider, as applicable, and are non-refundable.

9. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

9.1 DISCLAIMER. THE MTG SERVICES AND MTG APP ARE PROVIDED "AS IS" AND "AS AVAILABLE." MTG EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MTG AND ITS AFFILIATES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MTG SERVICE AND MTG APP WILL MEET PARTY'S REQUIREMENTS. PARTY ACKNOWLEDGES AND AGREES THAT THE MTG SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON- DEMAND GROUND TRANSPORTATION AND TRANSLATION SERVICES PROVIDED BY INDEPENDENT THIRD- PARTY PROVIDERS. MTG AND ITS AFFILIATES ARE NOT TRANSPORTATION OR TRANSLATION PROVIDERS. MTG AND ITS AFFILIATES DO NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR TRANSLATION SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICE LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR TRANSLATION PROVIDERS THAT



MAY BE OBTAINED VIA THE MTG SERVICE. IN ADDITION, MTG MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE MTG SERVICES, OR ANY MTG SERVICES REQUESTED THROUGH THE USE OF THE MTG SERVICES OR MTG APP, THAT THE MTG APP IS FREE OF VIRUSES OR COMPLETELY SECURE, OR THAT THE MTG SERVICES OR MTG APP WILL BE UNINTERRUPTED OR ERROR-FREE. MTG DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF SERVICE PROVIDERS OR MTG'S OTHER THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE MTG SERVICES, AND ANY MTG SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

9.2 LIMITATION OF LIABILITY. MTG SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE MTG SERVICES OR MTG APP, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF MTG, EVEN IF MTG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MTG SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE MTG SERVICES OR THE MTG APP; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER OR SERVICE PROVIDER, EVEN IF MTG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MTG SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MTG'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT SERVICE PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, OR TRANSLATION SERVICES WITH SERVICE PROVIDERS, BUT YOU AGREE THAT MTG HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO



ANY TRANSPORTATION OR TRANSLATION SERVICES PROVIDED TO YOU BY SERVICE PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

MTG'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE USE OF THE MTG SERVICES, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN \$50, OR, IF YOU ARE A SERVICE PROVIDER, THEN THE AMOUNT FOR WHICH YOU WERE PAID BY MTG FOR PROVIDING MTG SERVICES FOR THE SPECIFIC EVENT GIVING RISE TO LIABILITY AND IF NO SUCH AMOUNT IS APPLICABLE, THEN \$100. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE USED THE MTG SERVICES AND MTG APP WITH A FULL UNDERSTANDING OF THE LIMITATION OF MTG'S LIABILITY IN THESE TERMS.

BY ACCESSING THE MTG APP AND USING THE MTG SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, MTG'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS PROVISION SHALL HAVE NO EFFECT ON MTG'S CHOICE OF LAW PROVISION SET FORTH BELOW.

9.3 Indemnity. Without limiting your additional indemnification obligations included in these Terms or in any Supplemental Terms, You agree to indemnify and hold MTG and its affiliates and their officers, directors, employees, contractors, partners, licensors, and agents harmless from any and all claims, demands, losses, liabilities, suits, actions, proceedings, damages,

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settlements, judgments, injuries, fines, penalties, obligations, risks, and expenses (including attorneys' fees), arising out of, relating to or in connection with: (i) your use or provision of the MTG Services or MTG App or the services or goods obtained through your use of the MTG Services or the MTG App; (ii) your breach or violation of any of these Terms, any Supplemental Terms, or any applicable law, rule, regulation, or judicial order, including, without limitation, HIPAA; (iii) MTG's use of your User Content; (iv) your breach of any warranty or obligation or under these Terms; and/or (v) your violation of the rights of any third party, including, without limitation, Service Providers. MTG is NOT, in any event, liable to indemnify you against any claims made against you by third parties as a result of your use or provision of the MTG Services or the MTG App.

10. OTHER PROVISIONS.

10.1 Notice. MTG may give notice by means of a general notice on the MTG Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You must give notice to MTG, with such notice deemed given when received by MTG, by first class mail or pre-paid post to our registered agent, Okeh Ugwonali, at MedTrans GO, 5400 Glenridge Drive, Suite #422387, Atlanta, Georgia 30342. When you use the MTG App or send e-mails to MTG, you are communicating with MTG electronically. By doing this, you consent to receive communications from MTG electronically. You agree that all agreements, notices, disclosures and other communications that MTG provides to you electronically or by telephone satisfy any legal requirement that such communications be in writing.

10.2 Assignment, Your Relationship with MTG, Severability, and Waiver. You may not assign these Terms without MTG's prior written approval. MTG may assign these Terms without your consent, including, without limitation, to: (i) a subsidiary or affiliate; (ii) an acquirer of MTG's equity, business, or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. These Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and permitted assigns. No joint venture, partnership, employment, or agency relationship exists between you, MTG or any Service Provider as a result of these Terms or your use of the MTG Services or MTG App and you have no right to enter into contracts on behalf of, or to otherwise incur any liability or



obligation on behalf, of MTG in the absence of a separate written agreement between you and MTG. If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under applicable law. MTG's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MTG in writing and any such acknowledgement shall not serve as a waiver of MTG's right to enforce the same provision in any other instance.

11. CONFIDENTIALITY

11.1 Definition. The term "**Confidential Information**" shall mean any confidential or proprietary business, technical or financial information or materials of a party and, with respect between MTG and Service Providers, any information regarding any customer or client of MTG or any Party User ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with these Terms, whether orally or in physical form, and shall include the terms of these Terms. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

11.2 Restrictions. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under these Terms, and specifically with respect to Service Providers, solely for the Service Providers' provision of the MTG Services and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request (unless prohibited by law), allow Disclosing Party to assert any available defenses to disclosure, and limit the release of the Confidential Information to the greatest extent possible under the circumstances.

11.3 Security. Confidential Information disclosed to a Receiving Party shall be held in confidence by the Receiving Party and not disclosed to others or used except as expressly



permitted under these Terms or as expressly authorized in writing by the Disclosing Party. Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

12. PRIVACY AND DATA SECURITY

12.1 Definitions. "**Party Personal Data**" means information provided by Party to MTG in connection with these Terms relating to an identified individual, excluding any such information provided to MTG by an Active User. "**MTG Personal Data**" means any information MTG provides to the Party in connection with these Terms relating to an identifiable individual.

12.2 Notice and Consent. Party agrees to inform and obtain all necessary consents from, if necessary or required by law, each Party User to share such Party User's Party Personal Data with MTG. Party further agrees to inform, and get all necessary consents from each Party User as necessary for MTG to provide the applicable Party Users with detailed information on, and real-time trip status of, the rides charged to Party's account. Party represents, warrants, and covenants that it has obtained and will obtain the necessary consents and permissions from each Party User to receive SMS messages from MTG, and for MTG to otherwise contact each Party User, whether by telephone, SMS message, email, or otherwise, for the purpose of providing the MTG Services or to provide any communications pursuant to these Terms. Party agrees to inform, and obtain all necessary consents from, each applicable Party User to (i) share information regarding such Party User's requested MTG Services with an Information Recipient(s), and (ii) allow MTG to communicate, whether by telephone, email, SMS message, or otherwise, with Information Recipient(s) regarding rides taken by such Party User, including to provide customer service in connection with such rides.

12.3 Data Restrictions.

12.3.1 Party Data Restrictions. Party agrees that it will use and restrict the use of MTG Personal Data solely for legitimate business purposes, and will limit access to MTG Personal Data and the MTG App solely to Party's personnel who have a legitimate business need to access such MTG Personal Data to fulfill Party's obligations under these Terms. Party will not disclose MTG Personal Data to any third party unless expressly authorized in writing by MTG,



and who are in each case bound by privacy and security obligations regarding MTG Personal Data at least as restrictive as those contained herein.

12.3.2 MTG Data Restrictions. MTG's collection and use of MTG Personal Data, including information MTG obtains from individuals to establish an account, shall be treated, as necessary and applicable, in accordance with HIPAA requirements and any other applicable laws as well as with the MTG Privacy Policy, as may be updated by MTG and its affiliates from time to time. MTG agrees that Party Personal Data shall be used or disclosed as necessary to provide the MTG Service and billing, in accordance with the MTG Privacy Policy, or as required under applicable laws or regulations. MTG shall limit access to Party Personal Data solely to MTG and its affiliates' personnel who have a business need to access such Party Personal Data. MTG will not disclose Party Personal Data to any third party except as set forth in the MTG Privacy Policy or unless expressly authorized in writing by Party.

12.4 Security. Without limiting Party's obligations under any Supplemental Agreement between Party and MTG, Party agrees to implement and maintain appropriate technical, physical and organizational measures to protect the MTG Personal Data and any other personally identifiable information collected directly or indirectly from MTG's customers, clients, and any recipients of the MTG Services against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure ("**Data Breach**"), keeping in mind the nature of the information. In the event of a Data Breach or suspected Data Breach, Party shall notify MTG promptly at privacy@medtransgo.com, but in no case later than twenty-four (24) hours after becoming aware of or suspecting that the Data Breach. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised MTG Personal Data; (3) the duration and expected consequences of the Data Breach; and (4) any mitigation or remediation measures taken or planned in response to the Data Breach. Upon any such discovery, Party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Data Breach, and (b) provide MTG with assurances that such Data Breach will not recur. In addition to your other indemnification obligations set forth in these Terms, Party will defend, indemnify and hold MTG, its affiliates, and its respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any Data Breach including but not limited to: (a) expenses incurred to provide warning or notice to MTG's former and current employees, suppliers, customers, and other persons whose personal data may have been disclosed or compromised as a result of the Data Breach (the "**Affected Persons**") and to law-enforcement agencies, regulatory bodies or other third parties as required to comply with law, including data privacy laws, or as otherwise directed by MTG or an affiliate



of MTG; (b) expenses incurred either by MTG, an affiliate of MTG, or through MTG's or its affiliate's retention of an independent third party forensic investigator, legal counsel, or any other third party, to investigate, assess, or remediate the Data Breach and to comply with applicable laws and/or relevant industry standards; (c) expenses related to the reasonably anticipated and commercially recognized consumer data breach mitigation efforts, including, but not limited to costs associated with the offering of credit monitoring for a period of at least twelve (12) months or such longer time as is required by applicable laws or recommended by one or more of MTG's regulators or any other similar protective measures designed to mitigate any damages to the Affected Persons; (d) expenses incurred to retain a call center or to develop any internal or external communication materials in order to respond to inquiries regarding the Data Breach for a period of at least one hundred eighty (180) days or such longer time as is required by law; (e) fines, penalties, or interest that MTG or any affiliate of MTG pays to any governmental or regulatory authority; (f) legal expenses incurred in connection with a Data Breach or to address any claims by third parties as a result of the Data Breach or investigation by law-enforcement agencies or regulatory bodies; and (g) expenses incurred to the retention of a public relations or crisis management firm in order to manage communications on behalf of MTG and its affiliates related to any Data Breach.

13. INTELLECTUAL PROPERTY 13.1 License to Marks; Restrictions. The term “**Marks**” shall mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of a Party (“**Licensor**”). Party hereby grants MTG, solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor's Marks only as expressly permitted by the other party in each instance. Notwithstanding the foregoing and solely in connection with describing Party's business relationship with MTG pursuant to these Terms, MTG may include Party's Marks on MTG's official website. All use of a Licensor's Marks by MTG will be in the form and format approved by Licensor and MTG will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to MTG's use of Licensor's Marks shall be insured solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant MTG any license or rights under any intellectual property or other proprietary rights to the Marks.

13.2 No Publicity. You may not issue a press release or otherwise refer to MTG in any public manner with respect to these Terms or otherwise, without the MTG's prior written consent.



13.3 No Development. PARTY AND MTG ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THESE TERMS. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between MTG and Party prior to the commencement of any such activities.

13.4 Ownership. MTG and its affiliates are and shall remain the owners of all right, title and interest in and to the MTG Service, any MTG App, and data generated by or collected from the MTG App, excluding any individual's health data (if any), including any updates, enhancements and new versions thereof, all data related to the use of the MTG Services, and all related documentation and materials provided or made available to Party or any proposed Party User in connection with these Terms or the MTG Services.

14. WARRANTIES; DISCLAIMER

14.1 Mutual Warranties. Each party hereby represents and warrants that: (a) it has full power and authority to enter into these Terms and perform its obligations hereunder; (b) such party's acceptance of these Terms, as well as such party's performance of the obligations set forth in these Terms, does not and will not violate any other agreement to which such party is a party; (c) as applicable, it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; and (d) such party's Marks as provided by such party pursuant to these Terms will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

14.2 Party Warranties. Party represents and warrants that Party has obtained the necessary rights, permissions, and legally-adequate consent from Party Users: (a) as necessary to provide MTG with Party Personal Data in connection with the MTG Services and billing; (b) to receive SMS messages and telephone calls from MTG in connection with the MTG Services and billing; and (c) for MTG to provide applicable Party Users with detailed trip information, including real-time trip status, for the rides charged to Party's account. Party represents and warrants that it shall comply with all applicable laws, rules, and regulations applicable to the performance of its obligations hereunder, including, without limitation, Party's applicable obligations under HIPAA. Party acknowledges that it may elect to utilize the MTG App to request the MTG Service for, and provide access to billing, on behalf of, Guest Users. Any such election is at Party's sole



discretion, and Party therefore will indemnify, defend and hold harmless MTG, its affiliates and their directors, officers, employees and agents against all actions, claims, damages, losses, liabilities, fees, fines, penalties, and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to any Guest User.

15. TERM AND TERMINATION.

These Terms shall be deemed effective as of the date electronically accepted by Party ("**Effective Date**") and shall remain in effect until terminated as set forth herein (the "**Term**"). As between any Service Provider and MTG, either party may terminate these Terms with or without cause upon five (5) days' advance written notice to the other party. The sections of these Terms that by their sense and context are intended to survive termination hereof will survive without limitation, including, without limitation, any sections and provisions regarding arbitration, indemnification obligations, warranties, representations, covenants, and limitations of liability of a party and any separate agreement then in force entered into by and between you and MTG.

16. GENERAL.

The MTG APP and MTG Services are operated by MTG from its offices within the United States of America. MTG makes no representation that the information available through the MTG App is appropriate or available for use in other locations, and access to the MTG App from territories where the contents of the MTG App may be illegal is prohibited. Those who choose to access this MTG App from other locations do so, on their own initiative and are responsible for compliance with applicable local laws. These Terms shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles. Any dispute, controversy, or any claim arising out of or relating to these Terms, or the interpretation, enforceability, performance, breach termination or validity thereof, including, without limitation, this arbitration clause, must be solely and finally settled by confidential arbitration in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. An award rendered in connection with arbitration pursuant to this section shall be final and binding upon the parties, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. No provision of this subsection limits the rights of a party to these Terms to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. Neither party has the right to arbitrate on a class action basis any dispute, controversy, or claim arising out of or relating to these Terms, or the interpretation,



enforceability, performance, breach, termination, or validity thereof, including, without limitation, this arbitration clause. Any and all notices permitted or required to be given hereunder shall be sent to the address as may be provided by one party to the other and deemed duly given (a) upon actual delivery, if delivery is by hand, (b) one (1) day after being sent by overnight courier, charges prepaid, or (c) by electronic mail to the Information Recipient. Any delay in or failure by either party in performance of these Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, without limitation, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage. Each party shall be solely responsible for its employees and agents used in connection with these Terms. The section headings used herein are for reference and convenience only and will not be considered in the interpretation of these Terms.

YOU HAVE REVIEWED THESE TERMS SET FORTH ABOVE CAREFULLY. BY ENTERING INTO THESE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, CONSIDERED, AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THESE TERMS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.



IN WITNESS WHEREOF, the Company and Provider of Service have executed this Agreement as of the date first set forth below.

Provider of Service/Business Name

Representative

Title

Signature

Date