



## TERMS & CONDITIONS

### ASSISTANCE PROGRAM STANDARD TERMS & CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

THIS WEB SITE IS MADE AVAILABLE TO USERS ON THE BASIS OF THE TERMS AND CONDITIONS. YOUR USE OF THIS WEB SITE SIGNIFIES YOUR ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS.

You must review this page periodically to review the Terms and Conditions because they govern your use of this website and the services made available through this website and are binding upon you. We may modify these Terms and Conditions at any time at our discretion by updating this posting.

#### INTRODUCTION

Primeairambulance.org (the "PAA Website") is owned, managed and operated by AMA Assistance GmbH. AMA Assistance GmbH along with its subsidiary, affiliate corporations, and successors (collectively referred to as "Company" or "PAA" or "PAA Network") brings together air ambulance providers and direct end users or their agents/representatives for the purpose of transporting ill, injured people from and to any destination globally and for providing other medical and travel assistance and related services.

PAA Website makes available certain products and services through the PAA Network (collectively, the "Services") under the Prime Air Ambulance Program/Medical Assistance Program (the "PAA Program") subject to these Standard Terms and Conditions ("Terms and Conditions"). When you are using either the PAA Website or any service or product on the PAA Network that does not have a separate legal agreement, the Terms and Conditions set forth herein will apply. PAA Website also may supplement the Terms and Conditions with posted guidelines or rules applicable to specific areas of the PAA Program. In addition, PAA Network may offer other services from time to time that are governed by the terms of service of the respective service partners. Unless explicitly stated otherwise, any new products and services of PAA Network shall be subject to these Terms and Conditions.

By using the PAA Website and Services, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual PAA Network web site or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

#### DEFINITIONS

**Beneficiary:** A Member who is entitled to the benefits under the PAA Program and who is traveling to a Foreign Country more than 160 miles from Home Country.

**Emergency Evacuation:** If a Beneficiary faces a Medical Emergency where he or she needs to be

brought to the closest medical facility, he or she shall be transported or evacuated under the right supervision under the most appropriate condition of transportation (available under the PAA Program or attached with the product) best suited for that scenario to the closest medical facility.

**Emergency Repatriation:** If a Beneficiary who is entitled under the PAA Program (or the product that covers Emergency Repatriation) is Hospitalized in a medical facility which is not appropriate for his or her treatment or does not have the capability to handle such a patient, on the consent of the treating doctor at that medical facility, the Beneficiary will be entitled to be transported to a facility that can handle such treatments or is capable of doing so only if the Company and the Company appointed medical teams feels it is justified to do so. Also if a Beneficiary is hospitalized away from his or her residence for a period of over 25 days and would require further hospitalization for recovery, he/she shall be entitled to be brought to the closest medical facility of his or her place of residence.

**PAA Program/ Medical Assistance Program:** Any defined benefit plan that is made available to a Member upon paying the membership fees and on the Terms and Conditions pursuant to which he is entitled to get certain Services while such Member is traveling to a Foreign Country.

**Foreign Country:** The country in which the Beneficiary is temporarily residing or visiting that is other than the Home Country of the Beneficiary.

**Home Country:** The country in which the Beneficiary permanently resides and which is also set forth in the on-line enrollment application.

**Hospitalized:** Admission to a medical facility on a continuous, in-patient basis or, if Beneficiary is suffering from an illness or injury which, in Company's sole discretion, is sufficiently serious to warrant in-patient hospitalization if no medical facility is reasonably available.

**Medical Emergency:** If a Beneficiary meets with an accident or sudden situation where he or she, in the sole discretion of the Company, needs Emergency Evacuation, Emergency Repatriation or any other Services.

**Member:** The individuals named in the enrollment application for PAA Program and who have paid the appropriate membership fees.

**Personal Data:** Any information, transferred by the Member to the Company, being data or information that relates to a living individual or a group of individuals enrolling into PAA Program; such individual/s capable of being identified from such data. For the avoidance of doubt, such data would include a prescribed format designed and provided by the Company.

**Services:** Services means the provision of any or all of the following services by the Company to the Members and/or Beneficiaries, as the case may be, depending on the kind of PAA Program:

(a) **Emergency Hotline and Access to Travel Security Service:**

The medical personnel are available 24 hours a day to provide telephonic general medical information and advice where appropriate.

(b) **Emergency Ground Ambulance Evacuation:**

In the event of a life threatening medical emergency where ground ambulance transportation is required by the Beneficiary, we shall assist to provide a local private ambulance provider to transport the Beneficiary to the closest most appropriate medical facility capable of providing reasonable medical care.

**(c) Medical Service Provider Referral and Arrangement of Appointments:**

We will provide the Beneficiary with information about physicians, hospitals and clinics within India. On the Beneficiary's request we will arrange for an appointment with the Service Provider on best effort basis.

**(d) Web Tool Services:**

Access to web tools where the Member can get latest updates on health and all other vital information pertaining to several countries.

**(e) Commercial Repatriation Back Home:**

Depending upon the type of benefit plan/PAA Program, we provide Beneficiary with a facility of repatriation to the Home Country, if so desired by the Beneficiary at the most feasible and earliest available opportunity.

**(f) Repatriation of Mortal Remains Back Home**

Depending upon the type of benefit plan/PAA Program, to the extent permitted by law and subject to these Terms and Conditions and upon a Beneficiaries' estate executor's request, Company will arrange and pay for reasonable expenses related to transporting a Beneficiaries' mortal remains to the Home Country. Company reserves the right to determine the mode of transport.

**(g) Air Ambulance Cover**

In the event of a life threatening Medical Emergency where in our judgment, air ambulance transportation is required by the Beneficiary, The Beneficiary shall be evacuated via AMA Air Ambulance under logistical and other terms and conditions of the specific situation and shall be transported to the closest most appropriate medical facility capable of providing reasonable medical care.

**(h) Medical Cost Cover**

Subject to the Terms and Conditions and depending upon the type of benefit plan/PAA Program, we also cover the medical cost of providing treatment to the Beneficiary in a Medical Emergency.

**Service Provider:** Supplier(s) of intermediary services [which includes physicians, transport facility providers and other resource provider required for transportation of the Beneficiary]

**Term:** Shall have the meaning of the term specified in the enrollment application form.

**ELIGIBILITY TO JOIN AND RECEIVE BENEFITS**

- Anyone under the age of 70 years will qualify for basic membership.
- Membership is valid only if correct membership fees are paid
- Membership can be refused in case of doubt of any false information provided
- All membership enrollment and renewals are subject to approval by the PAA membership committee
- Membership must be activated prior to initial departure for travel from registered membership home address

#### DUTIES OF THE MEMBER/ BENEFICIARY

The Beneficiary must contact the dedicated Emergency Ambulance and Medical Assistance Program number **INDIA:- +91 124 4688444, AUSTRIA:-0044 1900 220 765** in the first instance and provide the membership number, personal particulars, the place and telephone number where the Beneficiary or their representative can be reached and a brief description of the emergency and the nature of the assistance required.

If an emergency requires that the Beneficiary is taken directly to a medical facility without contacting the dedicated telephone number in the first instance, the Beneficiary is required to notify us of such event within 24 Hours of time of incident.

The Beneficiary may not cede, transfer or assign any of the Beneficiary's' rights in terms of this program.

#### CONDITIONS AND RESTRICTIONS ON USE OF PAA WEBSITE

Use of the PAA Website and Services is subject to compliance with these Terms and Conditions. You acknowledge and agree that PAA may terminate your access to the PAA Website or to any of the Services should you fail to comply with the Terms and Conditions or any other guidelines and rules published by PAA Network. Any such termination shall be in PAA 's sole discretion and may occur without prior notice, or any notice. PAA further reserves the right to terminate any user's access to the PAA Website or to any of the Services for any conduct that PAA , in its sole discretion, believes is or may be directly or indirectly harmful to other users, to PAA or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, provincial, federal, or foreign laws or regulations. PAA further reserves the right to terminate any user's access to the PAA Website or to any of the Services for any reason or for no reason at all, in PAA 's sole discretion, without prior notice, or any notice.

In order to use the Services, users must have access to the World Wide Web and must navigate the Internet to <http://www.primeairambulance.org> or another of the URLs associated with the PAA Network. Be aware that PAA Website is for commercial purposes and therefore not open to persons under 18 years of age. PAA Services are made available only to those users who are of the legal age of consent in their jurisdiction. You may not use PAA Website if you have not reached that age or, in any event, if you are less than eighteen (18) years old.

Each user may use one password and may not use additional passwords. Each user is required to use his or her password for his or her own use only. Users may not permit others to use their passwords. Users may not purchase goods or services that they are prohibited from purchasing or possessing by any law applicable to them in their jurisdictions. The responsibility for ensuring compliance with all applicable laws shall be of the users alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase and possess such goods or services.

PAA Network has no partnership, joint venture, employer-employee, or franchisor-franchisee relationship with any merchant accessible through PAA Website or with any user of PAA Website. PAA cannot confirm that any particular Merchant is who that Merchant claims to be. Nor can PAA or PAA Website confirm the truth or accuracy of any statements made by Merchants or control whether Merchants who post statements through PAA Website will act in accordance with those statements. PAA will not get involved in any dispute between users of the service and Merchants accessible through PAA Website.

LIKE OTHER AREAS OF THE PAA NETWORK PRODUCTS AND SERVICES, YOUR USE OF PAA WEBSITE TO PURCHASE PRODUCTS AND/OR SERVICES IS SUBJECT TO THE CAPITALIZED LANGUAGE SET FORTH IN THESE TERMS AND CONDITIONS REGARDING, BUT NOT LIMITED TO, MEDICAL DISCLAIMERS, DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY. PLEASE RE-READ THOSE PROVISIONS CAREFULLY.

As with all other aspects of the Services, by using PAA Website, you hereby agree that you shall be responsible for all tax obligations and costs that arise from or relate to your use of PAA Website, including, without limitation, tax obligations and costs for any transactions that arise from or relate to your use of PAA Website.

PAA Network does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

#### REGISTRATION AND PRIVACY

The Services will require the user to register, provide personal and financial data, and data representing the company for which the user may be registering on behalf of. In consideration of use of such Services, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by various PAA Network registration forms ("Registration Data") and (b) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or PAA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PAA has the right to suspend or terminate your account and refuse any and all current or future use of the Services.

All PAA Network registrations become the exclusive property of PAA, its affiliates and subsidiaries. PAA reserves the right to use and reuse all registration and other personally identifiable user information subject to the PAA Network Privacy Policy.

You acknowledge receipt of PAA Privacy Policy.

Upon registering and payment of any fees, if applicable, you will receive a password and PAA Network ID. You are responsible for maintaining the confidentiality of the password and ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) immediately notify PAA of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The PAA Network cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

#### LICENSE TO USER CONTENT

With respect to any Content posted by or in connection with the Services, you grant PAA a world-wide, royalty free, perpetual, license to use, copy, transmit, publicly display, publicly perform, create compilations including, create derivative works of, and distribute such Content to publish and promote such Content in connection with the particular Products and Services and to publish and promote such Content elsewhere within the PAA Network. Such license shall apply with respect to any form, media, or technology now known or later developed.

#### GENERAL PAYMENT TERMS

- a. You agree to pay for Services on time and in full.
- b. You agree that the credit card information you provide corresponds to an account that you are authorized to use. We are permitted to charge your account in order to collect payment for the PAA Services.
- c. You are responsible for payment of all taxes and duties relating to the Services you have purchased, including, without limitation, all sales, use, transfer, privilege, and excise taxes and duties, whether national, international, state, provincial, or local, however designated. If you buy or sell or subscribe to any products or services through the PAA Website, you shall be responsible for all taxes and duties associated with the purchase or sale of, or subscription to, such products or services, whether such taxes or duties be national, international, state, provincial, or local, however designated.
- d. Payment must be made immediately. Should a payment exceed more than 24 hours overdue, you will cease to have the privileges reserved for paying users of the Services for which you have registered and subscribed (although you will continue to be bound by your obligations under this Agreement).
- e. To the extent permitted by applicable law, no refunds would be made once a Member has been granted his or her membership request and the membership fee has been processed by the PAA Website.
- f. You agree to comply with all applicable laws in connection with making payments for availing the Services.

## GENERAL CONDITIONS

All arrangements for an Emergency Evacuation and Emergency Repatriation must be made by PAA Network. Since PAA Program is a membership program and not an insurance plan, we will not reimburse expenses the Members/Beneficiaries incur on their own. Decisions concerning urgency, timing and most suitable means of transportation will be made by our medical department after consultation with the local attending physician and the receiving physician.

We will only pay for medical expenses for stabilization prior to evacuation and repatriation only during the mission and not when the patient or the victim is hospitalized. We do not undertake to cover the costs of treatment or medical management in the hospital and neither does PAA guarantee any costs of treatment occurred at the hospital, as the benefit of the PAA Program is designed to only administer the transport of a Beneficiary in an emergency arising as accepted under normal conditions of the PAA Program. This is not a health insurance of any kind. The Beneficiary shall be responsible to pay the costs of his or her hospitalization. PAA shall not take any further responsibility once the third party service provider or hospital takes responsibility of treating and stabilizing the Beneficiary, however PAA shall ensure to the best of its knowledge that the Beneficiary is brought to the closest facility for treatment.

Affiliate aircrafts used for the Emergency Evacuation or Emergency Repatriation of the Beneficiaries are fully equipped intensive care aircraft staffed with specially trained medical teams. However, if the Beneficiaries' condition permits, a Beneficiary may be transported by schedule commercial airline, while



in the care of PAA authorised medical escort.

At the time of sale of each membership and thereafter, Member shall ensure that the PAA Program details are available to the Beneficiaries. Once PAA enters the data for enrolment of a Beneficiary through the system maintained by PAA for the benefit of the Beneficiaries, and the PAA Program accepts the enrolment, the Beneficiary shall be considered eligible as a Beneficiary of the PAA Program with all the terms and conditions therein being applicable to him/her.

Under the PAA Program, each Beneficiary shall, in the case of an emergency (as determined by the representatives of the PAA Program), be eligible to certain benefits including transportation to the nearest available medical facility and other benefits as elaborated above. In the event of a serious medical emergency (as determined by the representatives of the PAA Network ), such a Beneficiary may, at the discretion of the PAA Network Program, be evacuated via ground ambulance under authorization of the Company and its medical department to the closest medical facility.

Without limiting the generality of foregoing, Company reserves the right to determine, in its sole discretion (i) whether a Beneficiary's condition is sufficiently serious to warrant transport services, and (ii) the mode of transport. Company shall not be under any obligation to provide more than two (2) such transports to any Member in any twelve (12) month period.

We will be under no obligation to provide services to the Beneficiary in the following circumstances:

- Services rendered without our authorization or intervention;
- Cases of minor illness or injury which in our opinion can be adequately treated locally and which do not qualify as Medical Emergency;
- Cases related to psychiatric disorders or diseases for which treatment has previously been received or expenses arising from willfully inflicted self injury or illness, insanity, alcoholism, drug or substance abuse or self exposure to needless peril (except in an attempt to save human life), contagious or infectious diseases;
- A Beneficiary's own criminal or felonious act, or sustained while the Beneficiary is in a state of insanity;
- A Beneficiary with an infectious disease under treatment at the time of enrolment will not be transported for any condition related to that infection;
- A Beneficiary on an organ transplant list prior to enrolment will not be eligible for transport benefits for that hospitalization;
- Any sports undertaken on a professional or on a national or provincial competitive basis unless you have obtained our prior written approval;
- The Beneficiary's active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection nor for any consequence or loss which is a direct result of nuclear reaction or radiation;
- Consequential loss of any kind;

- Events which occur before the entry into force of this Agreement and/or after the lapse or termination of this Agreement.
- If the Beneficiary is located in a region that is not safely accessible by Company personnel;
- The Beneficiary is Hospitalized due to circumstances that were diagnosed or treated within forty-five (45) days prior to the Term of the membership or prior to embarking on the trip, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment;
- The Beneficiary's condition occurred while or resulted from serving as an armed or unarmed combatant or in a security role during an act of declared or undeclared war, invasion, armed conflict, police action, or civil disorder;
- The Beneficiary is in her third trimester of pregnancy;
- The Beneficiary is hospitalized due to the use of drugs or intoxicants (unless prescribed by a physician),
- The Beneficiary cannot be transported safely;
- The Beneficiary has been exposed to nuclear reaction or radioactive contamination;
- The Beneficiary is traveling against the advice of a physician, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment;
- Any sports undertaken on a professional or on a national or provincial competitive basis unless the Beneficiary has obtained our prior written approval.

We reserve the right to change or amend these rules and regulations. We are solely responsible for the interpretation and application of the rules and regulations communicated in these publications. All determinations by us shall be final and conclusive in each case. The Beneficiary accepts and agrees to the terms and conditions of membership.

#### CONSENTS AND WAIVERS

By obtaining a membership, the Member gives consent for the transportation and treatment of Member by Company and/or Service Providers. The Member understands that medical care, including emergency care, may be initiated during transport by Company and/or Service Providers should such care become necessary in the professional judgment of Company and/or the Service Providers. Member consents to the provisions of such medical care and treatment should such care become necessary. Member understands the benefits and risks associated with such transport, care and treatment and hereby consent thereto.

The Member and the Beneficiary authorize the release to or from Company and any Service Provider or Member Representative (as defined below) of any and all Personal Data which may be required by PAA Network or the Service Providers at the time of Hospitalization of a Beneficiary.

Except as provided herein, in the event that a Member/Beneficiary is unable to make decisions, Company or Service Providers will attempt to contact the Member's Representative, as set forth in the enrollment application of the Member, for purposes of making decisions on behalf of Member in regards



to any items or Services. The Member Representative is the person or persons identified to Company by the Member during enrollment or after as the primary person who will be making decisions on behalf of the Member/Beneficiary in the event the Member/Beneficiary becomes incapacitated.

#### MEDICAL DISCLAIMER/ ASSUMPTION OF RISK

PAA WEBSITE IS NOT DESIGNED TO, AND DOES NOT, PROVIDE MEDICAL ADVICE. All content, including text, graphics, images, and information, available on or through PAA Website ("Content") is for general informational purposes only. The Content is not intended to be a substitute for in-person professional medical advice, diagnosis or treatment. NEVER DISREGARD IN-PERSON PROFESSIONAL MEDICAL ADVICE, OR DELAY IN SEEKING IT, BECAUSE OF SOMETHING YOU HAVE READ ON PAA WEBSITE OR ANY LINKS PROVIDED ON PAA WEBSITE. NEVER RELY ON INFORMATION ON PAA WEBSITE IN PLACE OF SEEKING PROFESSIONAL MEDICAL ADVICE.

PAA IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU OBTAIN THROUGH PAA WEBSITE OR FROM YOUR PHYSICIAN WHO MAY ACCESS INFORMATION OR SERVICES THROUGH PAA WEBSITE.

You are encouraged to confer with your attending physician with regard to information contained on or through PAA Website. After reading Content on PAA Website, you are encouraged to review the information carefully with your attending professional healthcare provider.

PAA does not recommend or endorse any specific tests, products, procedures, opinions, physicians, clinics, or other information that may be mentioned or referenced on this Web site.

RELIANCE ON ANY INFORMATION ON THIS WEB SITE IS SOLELY AT YOUR OWN RISK.

#### DISCLAIMERS OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE PAA SITE IS ENTIRELY AT YOUR OWN RISK AND THAT ALL SERVICES OF PAA THAT MAY BE RENDERED THROUGH THE PAA WEBSITE ARE PROVIDED "AS AVAILABLE" AND "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PAA DOES NOT WARRANT THAT ANY SERVICE PROVIDED THROUGH THE PAA WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. NOR DOES PAA WARRANT THAT ITS SERVICES WILL BE FREE FROM COMPUTER VIRUS STRAINS. PAA'S SERVICES MAY INCLUDE INFORMATION, PRODUCTS, MATERIALS, AND OTHER SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEB SITE, INCLUDING ALL TEXT, GRAPHICS, LINKS, ANIMATION, JAVA SCRIPT, AND COOKIES. PAA AND ITS SERVICE PROVIDERS HEREBY DISCLAIM ANY LIABILITY TO YOUR OR ANY OTHER PARTY FOR ANY BREACH OF ANY ALLEGED WARRANTY OF PAA, EVEN IF PAA OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. PAA WEBSITE DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SERVICES OR THROUGH ANY LINKS PROVIDED IN THE SERVICES.

PAA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS WITH REGARD TO THE CONTENT CONTAINED ON THIS WEB SITE OR THE PRODUCTS OR SERVICES SOLD OR ADVERTISED HEREIN. PAA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY

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#### LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES

PAA, ITS AFFILIATES, SERVICES PROVIDERS AND EACH RESPECTIVE ORGANIZATION'S DIRECTORS, MANAGERS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ANY LIABILITY TO YOU FOR THE USE OF THE PAA SERVICES AVAILABLE THROUGH PAA WEBSITE AND FOR ANY CLAIMS RELATING TO ALLEGATIONS OF PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, PAA WEBSITE OR ANY SERVICE OFFERED THROUGH PAA WEBSITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON PAA WEBSITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PAA IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. AS ANY ALLEGATION OF DAMAGES WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO DETERMINE YOU AGREE THAT THE TOTAL LIABILITY OF PAA FOR ACTUAL DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY YOU TO PAA DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH ALLEGATIONS OF LIABILITY, OR IF NO AMOUNTS HAVE BEEN PAID BY YOU, [AMOUNT NIL]. IN NO EVENT SHALL PAA , NOR ANY OF ITS MANAGERS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND. ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF PAA WEBSITE OR ANY SERVICE, PRODUCT OR INFORMATION OFFERED OR PURCHASED THROUGH PAA WEBSITE MUST BE BROUGHT WITHIN 1 month OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION. WHEN USING THE PAA SERVICES, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT IS BEYOND THE CONTROL AND JURISDICTION OF PAA AND ITS SUPPLIERS. ACCORDINGLY, PAA ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE PAA SERVICES.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

#### THIRD-PARTY LINKS

PAA does not endorse the content on any third-party websites. PAA is not responsible for the content or result of any dealings with third parties who advertise on this site. Your use of third-party web sites is at your own risk and subject to the terms and conditions of use for such websites. PAA does not endorse any product advertised on the PAA Website nor does PAA endorse manufacturer or other claims about the efficacy of these products.

#### NO LICENSE; INTELLECTUAL PROPERTY OF PAA WEBSITE AND OTHERS

Except as expressly provided, nothing within any of the Services shall be construed as conferring any license under any of the PAA Network's or any third party's intellectual property rights, whether by

estoppels, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain Content available through and used to operate the PAA Network and the Services are protected by copyright, trademark, patent, or other proprietary rights of PAA and its affiliates, licensors, and service providers. Except as expressly provided to the contrary, you agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by PAA Website in connection with the Services. You agree not to hold yourself out as in any way sponsored by, affiliated with, or endorsed by [primeairambulance.org](http://primeairambulance.org), or any of PAA Website's service providers. You agree not to use any of the trademarks or service marks or other Content accessible through the PAA Network of any purpose other than the purpose for which such Content is made available to users by PAA Website. You agree not to defame or disparage PAA Website or PAA Network, the trademarks or service marks of PAA Website, or any aspect of the Services. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Services or any software or programs used in connection with the Services or the PAA Network.

Without limiting the generality of the foregoing, as a condition to your use of the PAA Website and Services, you agree that you will not: (i) use the PAA Website or Services to infringe the intellectual property rights of others in any way; (ii) use the PAA Website or Services, or attempt to penetrate, modify or manipulate the PAA Website or Services or any of the hardware or software thereof, in order to: invade the privacy of, obtain the identity of, or obtain any personal information about any other user of the PAA Website or Services; (iii) attempt to access information that is not otherwise deliberately made available to you through the PAA Website or Services; (iv) modify, erase or damage any information contained on the computer of any user connected to the PAA Website or Services; or (v) reverse engineer any portion of the PAA Website or Services. This Web site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purposes not expressly permitted in writing by PAA .

PAA reserves the right to refuse service and terminate accounts, for reasons including, but not limited to, a belief by PAA, in its absolute discretion, that user conduct violates applicable law or is harmful to the interests of PAA, its members, partners, suppliers, or other users, or for any other reason, at PAA's sole discretion, with or without cause.

#### INDEMNITY AND RELEASE

By using the PAA Network web sites you agree to indemnify PAA Network and its parents, subsidiaries, affiliates, officers, partners, employees, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the PAA Website, your use of the Services, or your submission of ideas and/or related materials to [primeairambulance.org](http://primeairambulance.org) or from any person's use of any account or password you maintain with any portion of the PAA Website, regardless of whether such use is authorized by you. By using the PAA Website or PAA Network, using the Services, or submitting any ideas and/or related materials to [primeairambulance.org](http://primeairambulance.org), you are hereby agreeing to release PAA Network and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Services or to any disputes regarding use of ideas and/or related materials submitted to [primeairambulance.org](http://primeairambulance.org). YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES.

#### LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the PAA Network or the Services must be filed within One months after which period such claim or cause of action arises, or forever be barred.

#### SURVIVAL OF CLAIMS

Any and all legal actions and claims against PAA Network arising under the PAA Program shall be barred unless written notice thereof is received by Company within of the date of the event giving rise to such action or claim.

#### COPYRIGHT, TRADEMARK, AND PATENT NOTICES

All other marks that appear throughout the Services belong to PAA Website, members of the PAA Network, or the respective owners of such marks, and are protected by [European/Austrian and international] copyright and trademark laws. Any use of any of the marks appearing throughout the Services without the express written consent of [primeairambulance.org](http://primeairambulance.org) or the owner of the mark, as appropriate, is strictly prohibited.

#### INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

It is the policy of the PAA Network to respond expeditiously to claims of intellectual property infringement. PAA will promptly process and investigate notices of alleged infringement and will take appropriate actions under the applicable intellectual property laws. The PAA Network will terminate access for subscribers and account holders who are repeat infringers.

Please put "Notice of Infringement" in the subject line of all such notifications. When PAA Website removes or disables access to any material claimed to be infringing, PAA Website may attempt to contact the user who has posted such material in order to give that user an opportunity to respond to the notification, although [primeairambulance.org](http://primeairambulance.org) makes no promise to do so. Any and all counter notifications submitted by the user will be furnished to the complaining party.

#### FORCE MAJEURE

Any delay in or failure of performance by PAA shall not constitute default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of PAA , as the case may be, including but not limited to acts of God or the public enemy, compliance with any order or request of any governmental authority, act of war, rebellion or sabotage or damage resulting from, fires, floods, release of hazardous or toxic substances, explosions, accidents, riots or strikes or other concerted acts of workmen, whether direct or indirect.

#### INTERNATIONAL LAWS

AMA Assistance GmbH is a privately owned company in the state of LG Krems an der Donau in Austria.

PAA makes no claims that Content is appropriate or may be downloaded outside of Austria. Access to the Content may not be legal by certain persons or in certain countries. If you access the PAA Website, its Content and Services from outside Austria, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

#### ENTIRE AGREEMENT

These Terms and Conditions and all other legal notices (including but not limited to the Privacy Policy) posted on PAA Website constitute the entire agreement between you and PAA with respect to the use of the PAA Website and Services. Your use of the PAA Services is also subject to the PAA Privacy Policy. In the event of a conflict in the terms of service relating to the various Services, this document will control. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

#### WAIVER

Our failure to exercise or enforce any right or provision of the Terms and Conditions or other legal notices posted on PAA Website shall not constitute a waiver of such right or provision. No waiver of any of these Terms and Conditions or of any other legal notices posted by PAA on its Web site shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

#### SEVERABILITY

If any provision of the Terms and Conditions or of any other legal notices posted by PAA on this PAA Website is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree they should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions should remain in full force and effect.

#### MODIFICATION

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms and Conditions or of any other legal notice posted by PAA on this PAA Website.

#### ASSIGNMENT

PAA may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval. The Member shall not cede, transfer or assign any of the Members' rights in terms of the Membership Program without prior written approval from the Company

#### HEADINGS

The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.

#### RELATIONSHIP OF PARTIES

You acknowledge and agree that you and PAA are independent entities under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

#### FRAUDULENT STATEMENT

Any fraud, misrepresentation or concealment in the statements made by Member may render Member ineligible to receive services from Company, at Company's sole discretion. All items and services shall be forfeited and PAA shall be entitled to reimbursement, including attorney's fees, for any services provided based on such statements.

#### VIOLATIONS OF TERMS AND CONDITIONS

Should you violate these Terms and Conditions or any other rights of PAA Website and the PAA Network, PAA reserves the right to pursue any and all legal and equitable remedies against you; including, without limitation, terminating any and all user accounts on any and all of the PAA Network's web sites.

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#### ARBITRATION, GOVERNING LAW AND FORUM FOR DISPUTES



Unless expressly stated to the contrary elsewhere, all legal issues arising from or related to the use of the Services shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of [Austria]. Any controversy or claim arising out of or relating to these Terms and Conditions or any user's use of the Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Austria. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Vienna, and judgment on the arbitration award may be entered into in any provincial or federal court in Vienna having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any provincial or federal court in Vienna having jurisdiction thereof. Except as set forth above, the provincial and federal courts of Vienna shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms and Conditions or any user's use of the Services. By using the Services and thereby agreeing to these Terms and Conditions, users consent to personal jurisdiction and venue in the provincial and federal courts in Vienna with respect to all such disputes.

#### CHANGES IN TERMS AND CONDITIONS AND CHANGES IN PRODUCTS AND SERVICES

The PAA Network reserves the right to modify the Services from time to time, for any reason, and without notice, including the right to terminate the Services. The PAA Network reserves the right to modify these Terms and Conditions from time to time, without notice. Please review these Terms and Conditions from time to time so you will be informed of any changes.