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Your use of this Site shall be governed in all respects by the laws of the state of California, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site shall be in the state or federal courts located in Los Angeles County, California. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. American Professional Ambulance, Corp.'s failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. American Professional Ambulance, Corp. may assign its rights and duties under this Agreement to any party at any time without notice to you.

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## **ARBITRATION**

By using this Site, you agree that American Professional Ambulance, Corp., at its sole discretion, may require you to submit any disputes arising from the use of this Site, or these Terms and Conditions concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

### **TYPOGRAPHICAL ERRORS**

In the event American Professional Ambulance, Corp's products or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, American Professional Ambulance, Corp. shall have the right to refuse or cancel any orders placed for product or service listed at the incorrect price. American Professional Ambulance, Corp. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged.

### **SEVERANCE**

If any provision of this Agreement is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

### **ENTIRE AGREEMENT**

Except as provided herein, these terms and conditions are the entire agreement between us and supersede any prior understanding or agreements (written or oral).

### **NOTIFICATION OF CHANGES**

American Professional Ambulance, Corp. reserves the right, at our discretion, to update or revise these Terms and Conditions of use. Please check this statement periodically for changes. Your continued use of this site following the posting of any changes to the Terms and Conditions constitutes acceptance of those changes. If you have any questions regarding any aspect of American Professional Ambulance, Corp.'s Terms and Conditions please email your inquiries to:

[CustomerService@APA-EMS.com](mailto:CustomerService@APA-EMS.com).

### **American Professional Ambulance, Corp. Privacy Statement**

#### **Notice**

This organization collects personally identifiable information. American Professional Ambulance, Corp. uses personally identifiable information to facilitate general business practices, examples of which are sales, marketing, billing, mailing, and accounting uses.

American Professional Ambulance, Corp. will not sell your personal information to third parties. In the case of the sale of American Professional Ambulance, Corp., American Professional Ambulance, Corp. will require the new owner to protect your collected personal information in accordance with this policy. As required, American Professional Ambulance, Corp. will transfer information to third parties which are either necessary to carry out the transactions pertaining to the customer or are necessary to facilitate general business practices such as to outside accounting, billing or delivery companies.

#### **Security**

Realizing the importance of secure data, American Professional Ambulance, Corp. takes reasonable precautions to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. Security questions regarding American Professional Ambulance, Corp. should be directed to:

American Professional Ambulance, Corp.  
PO Box 7263, Van Nuys, CA 91409-7263

### **Data Integrity**

American Professional Ambulance, Corp. processes personal information only in a way that is compatible with the purposes for which it was collected and authorized by the individual. To the extent necessary for those purposes, American Professional Ambulance, Corp. takes reasonable steps to ensure that data is reliable for its intended use, accurate, complete, and current. Please send your updated information to [CustomerService@apa-ems.com](mailto:CustomerService@apa-ems.com)

### **Access**

Subject to limitations, American Professional Ambulance, Corp.'s customers have the right to access to their own non-public personal information in order to correct, amend, or delete the information where it is inaccurate. In order to supply American Professional Ambulance, Corp. with sufficient information to allow it to confirm the identity of the person making the request, American Professional Ambulance, Corp. requires the requesting party to fill out an access form available from the address below. Return the form along with a US \$15.00 to the same address from which the form was obtained.

To receive an access request form send a self addressed stamped envelope to:

American Professional Ambulance, Corp.  
PO Box 7263, Van Nuys, CA 91409-7263

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### **Enforcement**

If a customer has a complaint regarding American Professional Ambulance, Corp.'s use of their personal information; please contact American Professional Ambulance, Corp. directly at (818)996-2200, or by writing:

American Professional Ambulance, Corp.  
PO Box 7263, Van Nuys, CA 91409-7263

Or by emailing [CustomerService@apa-ems.com](mailto:CustomerService@apa-ems.com)

**Notification of Changes**

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