

Affiliate Partner Terms

Version 2026.10.1 · Effective / Last Updated: 2026-10-14 (UTC)

1. Acceptance of Affiliate Partner Terms

By registering for, accessing, or using the BookMediFly Platform as an operator or affiliate organization, or by acting as an authorized affiliate team member, you agree to these Affiliate Partner Terms (“Affiliate Terms”). If you accept on behalf of an organization, you represent that you are authorized to bind that organization.

2. Relationship to the Public Terms of Use

These Affiliate Terms are in addition to the Public Terms of Use, which also apply to your use of the Platform. Where these Affiliate Terms and the Public Terms of Use conflict on an affiliate-specific matter, these Affiliate Terms control for that matter.

3. Independent Operator Status

You are an **independent Affiliate**. Nothing in these Affiliate Terms creates an employment, agency, partnership, joint venture, or franchise relationship between you and BookMediFly. You retain sole responsibility and control over your aircraft, vehicles, crew, contractors, operations, pricing, coordination, and services. BookMediFly does not exercise operational control, operate, dispatch, crew, broker, insure, or medically evaluate your services and does not certify or guarantee them.

4. Affiliate Eligibility

Participation is limited to operators and organizations that hold, or are otherwise lawfully authorized to provide, the services they offer and that provide accurate documentation as described below. If you operate aircraft or arrange an aircraft-operated service, you must maintain the operating authority applicable to that operation, including FAA Part 135 authority where applicable. If you provide non-aircraft services, you must maintain all licenses, registrations, insurance, permits, professional credentials, and other approvals applicable to those services. BookMediFly supports fixed-wing aircraft only; helicopter transport is not supported. BookMediFly may decline, suspend, or remove participation at its discretion, consistent with §15.

5. Documentation & Operational Authority

You must provide and maintain truthful, current, and verifiable documentation, including:

- **Aircraft-operating authority documentation**, including FAA Part 135 documentation where applicable (or the applicable operating authority for your jurisdiction);
- **Insurance documentation** evidencing coverage appropriate to your operations;
- **Accreditation documentation, if provided** (for example CAMTS, NAAMTA, EURAMI), which is optional and displayed only as submitted.

BookMediFly makes **reasonable efforts to review** operator-submitted documentation (“documentation on file” / “documentation reviewed”). Review does not constitute certification, endorsement, guarantee, or independent verification, and you remain solely responsible for the accuracy and validity of all documentation.

6. Accuracy of Operational & Profile Information

You are responsible for the accuracy of all information you submit, including aircraft and fleet information, service capabilities, coverage areas, and public profile information. You agree to **promptly update** any information that becomes inaccurate, outdated, or incomplete. False, misleading, or incomplete documentation or information is a material breach (see §14).

7. Quote Response Conduct and Estimate Consistency

You control whether and how you respond to quote requests and determine your offered price, services, validity, inclusions, exclusions, and requester payment terms. For an eligible fixed-total offer, enter the final USD Total Quote Price and truthfully declare whether you already built a BookMediFly platform-fee allowance into that quote. BookMediFly never automatically increases that entered price. BookMediFly does not negotiate or guarantee your price, services, or requester payment terms and is not a party to your transport agreement.

The entered final price is the requester-facing amount for the services and expenses expressly included in your offer. Your submitted pricing, declarations, notes, and proposal PDF must agree. Your PDF must state that same final total. You remain responsible for resolving inconsistencies; BookMediFly does not automatically extract or verify PDF prices or rewrite uploaded PDF bytes.

Items expressly marked excluded remain excluded. A price calculation does not promise that excluded services are included or unavailable. Insurance coverage, authorization, reimbursement, negotiated payer rates and patient financial responsibility are addressed separately with the requester and payer; the Platform estimate does not guarantee insurance coverage or reimbursement. You agree to respond professionally, accurately, and in compliance with applicable law.

8. Direct Payment Relationship

The payment relationship for transport and related services is directly between you and the requester or applicable payer. You are responsible for invoicing, collection, refunds, and disputes under your own policies and agreed terms. BookMediFly is not a payment processor, broker, or escrow agent for transport or related services and does not collect requester transport payments on your behalf.

You remain responsible for the Platform Fee, paid separately to BookMediFly when applicable assessment prerequisites are met. Whether your price already includes a fee allowance or you absorb the fee within that price, BookMediFly does not add it to the entered final total or automatically deduct funds. The quoted breakdown is not proof of collection, a payment receipt, or an immediately payable debt.

9. Subcontracting, Substitute Operators & Multi-Leg Transport

You may use subcontracted operators, substitute aircraft, partner operators, vendors, or multi-leg arrangements only when legally permitted and operationally appropriate. BookMediFly supports fixed-wing aircraft only; helicopter transport is not supported.

- **Your responsibility for the operating party.** You are solely responsible for ensuring that any subcontracted or substitute operator holds the required operating authority, FAA Part 135 documentation (or applicable foreign authority), insurance coverage, aircraft, crew, permissions, and operational approvals for the leg they operate.
- **You remain fully responsible.** You remain fully responsible to the requester and to BookMediFly for the full quote, pricing, customer communications, payment coordination, subcontractors, vendors, transfer points, handoffs, documentation, and performance of the arranged transport.
- **Insurance for subcontracted operations.** You are responsible for ensuring that subcontracted operations are covered by your insurance program or by the subcontracted operator's insurance in a manner acceptable to you and the requester.
- **Multi-leg coordination.** If a transport involves multiple aircraft, multiple operators, hostile or high-risk regions, international legs, remote extraction, ground transfers, or other handoffs, you are responsible for clearly coordinating those arrangements directly with the requester.
- **Disclosure.** When practical before booking, and otherwise as soon as reasonably possible, the affiliate should disclose to the requester if one or more legs will be operated by a subcontracted, substitute, or partner operator.
- **BookMediFly is not the operator.** Subcontracting does not make BookMediFly the operator, broker, dispatcher, medical provider, insurer, payment processor, or party responsible for any transport leg. BookMediFly does not verify, approve, supervise, dispatch, or maintain documentation for subcontracted or substitute operators unless that operator separately participates on the Platform. The affiliate remains solely responsible for confirming each subcontracted or substitute operator's authority, insurance, aircraft, crew, permissions, approvals, and suitability for the applicable leg.
- **No circumvention.** Subcontracting, substitute operators, or multi-leg arrangements may not be used to avoid platform fees, anti-circumvention obligations, or platform integrity rules.

These provisions apply broadly — for example, to a subcontracted fixed-wing leg, a substitute aircraft due to maintenance, range, crew, or availability, an operator-to-operator handoff, a hostile or dangerous-area extraction followed by additional aircraft or operators, an international multi-leg transport, or a ground-transfer handoff between legs.

10. Platform Fees and Fixed-Total Quoting

- **No affiliate membership fee.** There is no fee to join or maintain affiliate participation on the Platform.
- **Required fee-inclusion declaration.** For eligible new offers after this version's approved release and environment activation, enter a positive final USD quote and truthfully declare whether you already included the platform-fee allowance when preparing it. This declaration describes actual quote construction, not a discount choice. BookMediFly does not independently verify your third-party software. Declare inclusions and exclusions accurately; excluded services are not silently added.
- **Fee already included.** The entered total is separated into a fee-excluding amount and Platform Fee. The fee is the greater of 3.9% of that fee-excluding amount, rounded half-up to cents, or \$399.00. The fee-excluding amount plus fee must equal the entered total exactly. Some totals cannot be separated exactly under cent rounding; they are rejected without changing your entry. Review the amount without changing your declaration merely to obtain a different fee.

- **Fee not already included.** The fee is the greater of 3.9% of the entered final quote, rounded half-up to cents, or \$399.00. The entered quote remains unchanged and you absorb this fee within that price. Amount Remaining After Platform Fee equals entered quote minus fee. The quote must leave a positive remaining amount.
- **Minimum and service scope.** The \$399 is a minimum, not an additional charge on top of 3.9%. The same rules apply to eligible Fixed Wing Air Ambulance and Commercial Assist / Medical Escort offers. A connecting or multi-leg itinerary within one booking incurs one fee, not one per segment.
- **Requester-facing amount.** Requesters see your unchanged final quote and offered inclusions and exclusions, not the internal fee-basis/fee/remaining breakdown. Your PDF must agree. This does not promise secrecy of these public terms or excuse legally required disclosures or separately agreed charges.
- **Assessment, not selection.** The quoted fee is an estimate, not evidence it has been assessed or paid. Submission, provisional selection or requester acceptance alone does not make it payable. Assessment requires successful transport completion and the existing confirmed requester/payer-payment evidence. Uncompleted or unbooked transport does not automatically incur the fee. Separately established cancellation and refund terms remain in effect.
- **Saved financial terms.** The saved declaration, entered total, fee basis, calculated fee, amount remaining, acknowledgment and pricing version govern fee treatment. The fee basis is not necessarily the amount remaining. Amount Remaining After Platform Fee is not profit, net of all other costs, money received or proof of settlement. Financial changes after selection or confirmation require separately authorized lifecycle/accounting review; linked updates alone cannot rewrite historical selection evidence.
- **Transition and historical preservation.** This model applies only to genuinely new eligible priced offers after approved release and activation with fresh authenticated Affiliate acknowledgment and applicable terms acceptance. It may apply to permitted fresh-price revisions only where those workflows are separately enabled and authorized. It does not enable revisions or post-confirmation quote editing. Existing offers, unchanged affirmations and document-only corrections retain their original prices, fee rules, evidence and documents. No historical price is increased or retrospectively reinterpreted.
- **Separate billing and timing.** BookMediFly invoices the Affiliate separately, directly or through a billing provider including Mercury or another selected provider. Unless otherwise stated on the invoice or agreed in writing, assessed fees are generally due within ten business days after confirmed receipt of payer funds for the applicable booked and completed transport. No quoted estimate alone starts collection.
- **Payer flexibility and communication.** Delayed, partial, disputed or staged payer payments may be handled through an extended, deferred, adjusted or alternate written payment arrangement. Where funds arrive in stages, invoicing may be based on amounts received or a written arrangement, subject to assessment prerequisites. Fees are not late solely because a third-party payer has not paid. Affiliate agrees to provide reasonable payment-status updates upon request.
- **Account standing.** Failure to communicate about payment status, provide reasonable updates or pay fees after notice may result in delayed access to new opportunities, suspension, delisting or other account action.
- **Optional future premium services.** These may be offered subject to separately disclosed terms and pricing.

11. Anti-Circumvention & Platform Integrity

You may not use the Platform to circumvent booking or payment relationships established through the Platform, nor misuse Platform data. You may not collect, scrape, or harvest other users' information, interfere with Platform security, or use Platform data for any purpose other than responding to and fulfilling quote requests received through the Platform.

Requester business contact details made available to you before or after proposal submission may be used only for legitimate case evaluation, proposal preparation, insurance coordination, direct follow-up for additional information, and fulfillment of the applicable transport request. You must follow Platform rules, protect those details from unauthorized use or disclosure, and must not use them for unrelated solicitation, harassment, data harvesting, or prohibited off-Platform conduct. Misuse, unauthorized disclosure, or use intended to bypass Platform relationships may be considered in any suspension, delisting, or removal decision under §§14–15.

12. Quote Confidentiality & Marketplace Fairness

- **Internal financial presentation.** The Platform's Base Price, Platform Fee and proceeds breakdown is for authorized Affiliate and administrative use. Provider/requester quote displays and platform-generated requester documents use Total Estimate and included services, not those internal fields. Uploaded Affiliate PDFs are provided as submitted; you remain responsible for their contents. This is a presentation and authorization boundary, not a guarantee that these terms or materials you give a requester are confidential.
- **Reasonable confidentiality.** BookMediFly uses reasonable efforts not to share one Affiliate's quote, pricing, quote PDFs, or proposal terms with competing Affiliates or operators for competitive bidding purposes.
- **Operating the Platform.** BookMediFly may access, process, store, review, or disclose quote information as needed to operate the Platform, support users, audit activity, enforce these Affiliate Terms, resolve disputes, comply with law, maintain security, or improve Platform functionality.
- **Aggregated and de-identified data.** BookMediFly may use aggregated or de-identified quote data for internal analytics, marketplace review, fraud and security, platform improvement, or reporting, provided it does not disclose a specific Affiliate's identifiable quote to another Affiliate for competitive bidding purposes.
- **Requester behavior.** Requesters who receive quotes may download, forward, discuss, or share those quotes outside the Platform, and BookMediFly cannot control what a requester does with quote materials after receipt.
- **Minimize sensitive content.** You should not upload unnecessary trade secrets or proprietary information beyond what is reasonably needed to provide a quote. If you mark a quote document as confidential, BookMediFly will make reasonable efforts to handle it accordingly within the Platform but cannot guarantee confidentiality once the requester receives or shares it.
- **No misuse of others' quotes.** You may not misuse another Affiliate's quote, pricing, proposal, or documents if you receive them.

13. No PHI; Handling Inadvertent PHI

The Platform is not intended for the transmission or storage of protected health information. You must not submit or store PHI or patient-identifiable information through the Platform, including in messages, quotes, documents, or refund submissions.

If PHI is inadvertently submitted, notify BookMediFly immediately at support@bookmedifly.com so appropriate action can be taken. Where supporting documentation is needed (for example for a platform-fee refund review), submit redacted, non-PHI supporting documentation, or submit documentation outside the Platform where legally appropriate.

14. Material Breach; False or Misleading Documentation; Misuse

Providing false, misleading, or incomplete documentation or information, misusing Platform data, circumventing Platform relationships, or otherwise violating these Affiliate Terms constitutes a material breach and may result in immediate suspension, delisting, and permanent removal from the affiliate program.

15. Suspension, Delisting & Reinstatement

BookMediFly may suspend or delist an Affiliate for material breach, non-payment of platform fees, documentation concerns, or risk to Platform integrity. To be considered for reinstatement after delisting, the Affiliate must contact support@bookmedifly.com to address the cause of removal. Reinstatement is at BookMediFly's sole discretion and may require additional steps or costs associated with reactivation or renewed documentation review.

16. Platform-Fee Refund Review

Good-faith approach. BookMediFly recognizes that the medical transport industry occasionally faces unavoidable cancellations and will work with Affiliate partners in good faith. When a booking is cancelled after an Affiliate has paid its platform fee, refund eligibility for the platform fee is evaluated case-by-case by our administrative team.

- **Evaluation criteria** may include compassionate exceptions (patient death or documented critical medical status changes), operational issues (weather, mechanical failures beyond Affiliate control, regulatory restrictions), timing (notice period before the scheduled flight), and redacted, non-PHI supporting documentation (for example operational documentation, weather reports, maintenance logs, or an official cancellation notice), or documentation submitted outside the Platform where legally appropriate.
- **Refund methods** may include a direct refund to the Affiliate's account or a credit applied toward future platform fees owed.
- **Process.** Submit refund requests through the Affiliate dashboard or by emailing support@bookmedifly.com with the booking reference and supporting documentation; requests are typically reviewed within 3–5 business days.
- **Scope.** Platform fees are separate from customer payment arrangements. Refund eligibility relates solely to BookMediFly's platform fee and does not affect the Affiliate's refund arrangements with customers, which are governed by the Affiliate's own policies.

17. Public Profile Display & Network Listing

BookMediFly may display Affiliate profile information and network listings on the Platform and public directory at its discretion, based on documentation on file and Platform standards. Listing, ordering, badges, and visibility are determined by BookMediFly and do not constitute certification, endorsement, or a guarantee of the operator. BookMediFly may adjust or remove listings consistent with these Affiliate Terms.

18. Termination

Either party may end participation as provided in these Affiliate Terms or applicable fee terms. BookMediFly may suspend or terminate participation immediately for material breach or risk to Platform integrity. Provisions that by their nature should survive termination — including documentation accuracy representations, anti-circumvention, no-PHI obligations, limitations of liability, and indemnification — survive termination.

19. Limitation of Liability

To the maximum extent permitted by law, each party's total aggregate liability to the other party for any claim shall not exceed the platform fees paid or payable by the Affiliate to BookMediFly in the twelve (12) month period preceding the claim, and neither party shall be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits or lost business.

This limitation does not apply to a party's indemnification obligations under §20 or to a party's gross negligence or willful misconduct.

20. Indemnification

You agree to indemnify, defend, and hold harmless BookMediFly and its owners, Affiliates, officers, directors, agents, service providers, and employees from any claim, demand, loss, damage, liability, or expense (including reasonable attorney fees) arising from your operations, your transport services, your breach of these Affiliate Terms, your documentation or information, your dealings with requesters, or your violation of any law or third-party right, except to the extent such claim, demand, loss, damage, liability, or expense arises from BookMediFly's gross negligence or willful misconduct.

Procedure. The party seeking indemnification will (a) promptly notify the indemnifying party in writing of the claim, (b) allow the indemnifying party to control the defense and settlement of the claim (provided settlement does not impose liability or admission on the indemnified party without its consent), and (c) provide reasonable cooperation, at the indemnifying party's expense.

21. Updates to Affiliate Partner Terms

BookMediFly may modify these Affiliate Terms at its discretion. If a revision is material, BookMediFly will provide at least fifteen (15) days' advance notice (by email or Platform/dashboard notice) before the revised terms take effect. Updates are posted with a new effective/"Last Updated" date, and continued participation after revisions take effect constitutes acceptance, provided that if the Affiliate does not agree to a material revision, the Affiliate may terminate participation under these Affiliate Terms, without penalty, by written notice before the revised terms take effect.

22. Contact

For questions about these Affiliate Terms, use our contact page or email support@bookmedifly.com.

Mailing Address: MediFly LLC, 32 N Gould St, Sheridan, WY 82801, United States.

