

These Terms of Use set forth the standards of use and access to the Vatica Health, Inc. (“Vatica”) software application, Vatica Health Secure File Transfer (SFT). By using Vatica Health SFT, you agree to these Terms of Use. If you are using Vatica Health SFT on behalf of an organization or entity, you represent that you are authorized to accept these Terms of Use on behalf of that organization or entity.

In the event you have executed a services agreement/license and/or a business associate agreement with Vatica (the “Agreements”), your use of and access to Vatica Health SFT is also governed by, and contingent upon compliance with, the terms of those Agreements. To the extent there is a conflict between any terms of the Agreements and these Terms of Use, the Agreements shall control with respect to such conflicting terms.

You agree to provide, maintain and update true, accurate, and complete information about yourself and/or your organization with respect to your Vatica Health SFT account. You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including another person’s username, password, or other account information. Vatica requires each user of Vatica Health SFT to have unique information to identify himself/herself when accessing the application. You agree to maintain the strict confidentiality of the User ID and password assigned to you, and you understand that you are prohibited from sharing your User ID or password to allow another person to access Vatica Health SFT. You are solely responsible for any charges, damages, or losses that may be incurred or suffered as a result of your failure to maintain the strict confidentiality of your User ID and/or password.

You must immediately disable or request that Vatica disable access to Vatica Health SFT by any user when you have security concerns, including but not limited to lost or stolen username or password, disclosure of confidential information, or fraudulent activity.

Vatica may deny your access to Vatica Health SFT in the event you breach these Terms of Use or the Agreements, or at any time, with or without cause. You are responsible for your acts or omissions, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority incurred by Vatica as a result of your use of the Vatica Health SFT application.

YOU EXPRESSLY AGREE THAT YOUR USE OF VATICA HEALTH SFT IS AT YOUR SOLE RISK AND DISCRETION. IN NO EVENT WILL VATICA BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF VATICA MFT. THIS INCLUDES, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHER DAMAGES OF ANY NATURE, EVEN IF VATICA IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

Vatica reserves the right, at any time, to modify, alter or update these Terms of Use. Modifications shall become effective immediately upon notice to you of the same. Your continued use of Vatica Health SFT after such notice constitutes an acknowledgment and acceptance of the Terms of Use and its modifications.