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Vheda Health
Attention: DMCA Resolution
9250 Bendix Road, Suite 645
Columbia, Maryland 21045

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Vheda Health is not responsible for, and shall have no liability in connection with, any transactions or disputes between you and Third-Party Providers or Payors. If you have a dispute with a Third-Party Provider or Payor, you agree to release us (and our employees and agents) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including actual, consequential and punitive damages), arising out of or in any way connected with the use of the Software or such disputes. You waive any provisions of any state, province, or country law that limit or prohibit a general release, including, if applicable, Section 1542 of the California Civil Code, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Apple-Specific Terms and Conditions

In addition to the other terms set forth herein, you further acknowledge and agree that: (i) this EULA is concluded between you and Vheda Health, and not Apple, Inc. ("Apple") and grants a license to use the Software and Services as described above on any iPhone or iPod touch that the end-user owns or controls and as permitted by the Usage Rules set forth in the app Store Terms of Service; (ii) Vheda Health, and not Apple, is solely responsible for the Software; (iii) Apple has no responsibility whatsoever to furnish any maintenance and support services with respect to the Software; (iv) in the event of any failure of the Software to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the Software; (v) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software; (vi) Apple is not responsible for any claims that you have arising out of your use of the Software; (vii) Apple will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third-party claim that the Software infringes that third party's intellectual property rights; and (viii) Apple and its subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Miscellaneous

This EULA is the entire agreement between you and Vheda Health with respect to and supersedes any previous oral or written communications or documents (including, if you are obtaining an update, any agreement that may have been included with an earlier version of the Software) concerning the subject matter of this EULA. In no event will any additional or inconsistent term in any purchase order or similar document submitted by you modify the terms of this EULA.

You agree that this EULA is governed by the laws of the State of Delaware, USA, as such laws apply to contracts between Delaware residents entered into and performed entirely in Delaware, notwithstanding your place of residency or Delaware conflicts of law provisions. This EULA will not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

If any provision of this EULA is found to be invalid or unenforceable, it will be enforced to the extent permissible and, to the extent invalid or unenforceable, such provision shall be deemed modified to the most limited extent necessary to be valid and enforceable, in accordance with applicable law, while still as fully as possible carrying out the intent of the original provision, and the remainder of this EULA will remain in full force and effect.

Failure by Vheda Health to prosecute any right with respect to a default hereunder will not constitute a waiver by Vheda Health of the right to enforce rights with respect to the same or any other breach.

Contact Us

You may contact us at the address below with any questions, complaints or claims regarding the Software:

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