

Terms & Conditions

NOVEMBER 11, 2024

Thanks for using Dr. Joe's Online Healthcare Clinic. These General Terms & Conditions ("General Terms"), along with any applicable Additional Terms (defined below) (collectively, the "Terms") cover your use and access to the products, services, software, platform and websites (collectively, "Services") provided by Dr. Joe's Online Healthcare Clinic and any of our affiliates (collectively, "Dr. Joe's Online Healthcare Clinic"). By using our Services, you agree to be bound by these General Terms as well as our [Privacy Policy](#). If you are using our Services as the employee or agent of an organization, you are agreeing to these Terms on behalf of that organization. *Please note that the statements set forth under the headings "More simply put" are provided as a courtesy solely for your convenience and are not legally binding or otherwise intended to modify these Terms in any way.*

You must be the legal age of majority in your state of residence or otherwise able to form a binding contract with Dr. Joe's Online Healthcare Clinic in order to use the Services. In no event is use of the Services permitted by those under the age of 13 unless permission is obtained by their parent or legal guardian.

If there is any conflict between the terms in the General Terms and the Additional Terms, then the Additional Terms govern in relation to that Service. Certain of our Services are offered by subsidiaries, where noted in the applicable Additional Terms.

More simply put

By using Dr. Joe's Online Healthcare Clinic, you agree to our Terms of Service. You also need to be an adult, as defined by the state where you live (usually that means 18).

Trial Offers, Auto-Renewals and Paid Accounts

Dr. Joe's Online Healthcare Clinic may make available trial offers for the limited use of the Services (each, a "Trial Offer") to new customers who provide a valid payment instrument, such as a credit card or other payment method. If you choose to start a Trial Offer, if offered, you will automatically join the paid membership you have chosen at the end of the Trial Offer and you authorize Dr. Joe's Online Healthcare Clinic to charge your payment method a recurring monthly membership fee or annual membership fee, as applicable. If you wish to use additional Services beyond those included in the Trial Offer, you may be asked to separately purchase those Services or to upgrade to a paid membership prior to the end of the Trial Offer period. Please visit our [Membership and Pricing](#) page for additional details on our available memberships. We reserve the right to change our pricing from time to time, but our price changes will always be prospective and not retroactive.

Dr. Joe's Online Healthcare Clinic (Teddie Joe Snodgrass, Inc.) may automatically charge you at the end of the trial or for a membership renewal unless you notify us that you want to **cancel or downgrade your membership. You can downgrade an auto-renewing paid membership to a free account at any time that will limit your access to prepaid medical care.**

To ensure uninterrupted service and to enable you to conveniently purchase additional products and Services, Dr. Joe's Online Healthcare Clinic will store and update (e.g. upon expiration) your payment method on file. If we are unable to charge your designated payment method for any reason, we reserve the right to automatically downgrade your paid plan to a lower-priced plan, change your billing cycle, and/or to suspend your paid membership until your designated payment method can be charged again. Please note that it is your responsibility to maintain current billing information on file with Dr. Joe's Online Healthcare Clinic.

If you have access to the Dr. Joe's Online Healthcare Clinic Services through a Program Sponsor (defined below), renewal of your membership will be determined by the separate agreement between Dr. Joe's Online Healthcare Clinic and the Program Sponsor. "Program Sponsor" means any company, organization or affiliation that purchases Dr. Joe's Online Healthcare Clinic memberships on behalf of its members or employees.

More simply put

When you sign up for a free trial, we'll convert you to a paid membership at the end of your trial unless you cancel first. Monthly memberships will automatically renew each month, but you can cancel or downgrade at any time.

Refund Policy

We want you to be 100% satisfied with our Services. If there is a problem with the delivery of your Services or believe there has been an error in billing, please contact our Customer Service Department by email at support@VirtualCashClinic.com or by telephone at (808) 265-5533 immediately so that we can help you resolve the issue, provide a refund or offer credit that can be used for future Services when appropriate.

When contacting us, please include any details relating to the Services you have purchased so that we can ensure you are completely satisfied with your Dr. Joe's Online Healthcare Clinic experience. All refund requests must be made within 30 days of purchase.

We do not offer refunds where you receive access to the Service through a Program Sponsor, on payments we have collected for incorporation-related or tax preparation services (including, without limitation, registered agent services), Services that have been commenced and/or completed, annual plans after 30 days have elapsed

since your purchase, when an annual plan has been purchased in conjunction with another Dr. Joe's Online Healthcare Clinic product that has been discounted, or on payments to other third parties with a role in processing your order. We also cannot refund any money paid by you directly to third parties, such as payments made by you directly to External Medical Providers.

Please note that certain services, such as monthly plans and annual plans, automatically renew, so if you do not want your plan to renew, please contact us at support@virtualcashclinic.com or by telephone at (808) 265-5533 before the renewal date of your plan. You may also cancel Services before they renew via your online account.

More simply put

We gladly offer refunds for billing mistakes or if there is a problem with the delivery of your Services. However, unless you have a good reason, we don't give refunds for Services that you've already used.

Membership Downgrade

To downgrade your membership online, please follow [these instructions](#). Alternatively, you may call our customer service team at (808) 265-5533 during our regular business hours (9:00am-5:00pm Monday-Friday Eastern Time).

Please note that if you choose to downgrade your membership, Dr. Joe's Online Healthcare Clinic reserves the right to collect fees from you to cover fees charged to Dr. Joe's Online Healthcare Clinic or its agents on behalf of your account. In addition, if you fail to provide a payment on time, Dr. Joe's Online Healthcare Clinic reserves the right to downgrade your membership and/or change your billing cycle without prior notice. Please note that downgrading does not affect your ability to access the documents you created through Dr. Joe's Online Healthcare Clinic Service.

More simply put

You can downgrade your account at any time. If you stop paying for your account, we may downgrade it for you.

Medical Information is Not a Substitute for Medical Advice

Dr. Joe's Online Healthcare Clinic provides a platform for information and self-help. The information provided by Dr. Joe's Online Healthcare Clinic along with the content of our Service related to medical

matters and/or conditions ("Medical Information") is provided for your private use and does not constitute Medical advice.

If you need medical advice for a specific problem, you should consult with a licensed medical provider using our Appointment system **Ask a Medical Provider** service. Medical Information provided by Dr. Joe's Online Healthcare Clinic through its Service is not a substitute for medical advice from a qualified Medical Provider licensed to practice in an appropriate jurisdiction. Communications between you and Dr. Joe's Online Healthcare Clinic may not be protected as privileged communications under the provider-client privilege or work product doctrine. Also, if you use Dr. Joe's Online Healthcare Clinic **Ask a Medical Provider** service, the communications between you and the provider who answers your question may not be protected as privileged communications under the provider-client privilege or work product doctrine.

Your use of the Services does not create an provider-client relationship between you and Ask a Medical Provider, or between you and any Ask a Medical Provider employee or representative, unless you specifically enter into a Dr. Joe's Online Healthcare Clinic Legal Engagement. Unless you are otherwise represented by an attorney, including an External Attorney, you represent yourself in any legal matter you undertake through our Services.

Dr. Joe's Online Healthcare Clinic is not a "Medical Referral Service". The directory of Medical Providers published on our Service is provided to the public free of charge and is for informational purposes only. Dr. Joe's Online Healthcare Clinic does not endorse or recommend any Medical Provider nor does it make any warranty as to the qualifications or competency of any Medical Provider unless they are an employee of Dr. Joe's Online Healthcare Clinic (Teddie Joe Snodgrass, Inc).

More simply put

Medical Information on the Dr. Joe's Online Healthcare Clinic Service links/pages is not a substitute for medical advice—only a licensed Medical Provider can provide that.

Interactions with Medical Providers

When you use our Services, you will have the opportunity to submit medical questions and obtain advice from outside independent provider in the Dr. Joe's Online Healthcare Clinic (Teddie Joe Snodgrass, Inc.) On Call network, also referred to as On Call network medical providers ("External Medical Providers") or, in certain jurisdictions where we are authorized to provide medical advice, Dr. Joe's Online Healthcare Clinic providers ("Dr. Joe's Online Healthcare Clinic Medical Providers"). You may also have an initial consultation or other interaction with a provider prior to formally entering into an provider-client relationship; these initial consultations or interactions are intended to be a starting point for dealing with your medical matters and do not necessarily constitute medical advice or create a provider-client relationship.

Medical Providers

If you engage a Dr. Joe's Online Healthcare Clinic Medical Provider to provide medical advice, you will enter into a separate engagement that creates a provider-client relationship between you and our affiliate medical provider, Dr. Joe's Online Healthcare Clinic – Teddie Joe Snodgrass, Inc. ("Dr. Joe's Online Healthcare Clinic Medical Engagement"). Additional terms and conditions will apply in that situation and will be provided to you prior to entering into the Dr. Joe's Online Healthcare Clinic Medical Engagement. There is no provider-client relationship formed, and Dr. Joe's Online Healthcare Clinic is under no duty to act as your medical provider, unless and until a Dr. Joe's Online Healthcare Clinic Medical Engagement is signed by both you and Dr. Joe's Online Healthcare Clinic. If there is any conflict between the Dr. Joe's Online Healthcare Clinic Lawyer Medical Engagement and these Terms, the Dr. Joe's Online Healthcare Clinic Medical Engagement shall govern.

WITHIN THE JURISDICTION OF THE STATE OF FLORIDA, THE FOLLOWING APPLIES:

We are a company authorized to provide medical services, including the practice of Family Medicine, by the Florida, Hawaii, and Virginia Licensing Authorities.

This service is being provided by an entity that is not a traditional medical provider. This entity is owned/managed (fully or partially) by non-medical providers who are not subject to the same rules as licensed medical providers.

If you have questions, please contact us at advice@virtualcashclinic.com.

External Medical Providers (On Call Network Medical Providers)

External Medical Providers are neither employees nor agents of Dr. Joe's Online Healthcare Clinic. External Providers are third-party independent contractors (1099) who carry their own malpractice insurance and have agreed to provide online answers, limited consultations or other medical services to Dr. Joe's Online Healthcare Clinic patients/members at discounted rates.

As a Dr. Joe's Online Healthcare Clinic patient/member, you will have the opportunity to engage an External Medical Provider to handle your medical matters. When you engage an External Provider, the **On Call Terms Service** will apply, along with these General Terms. Communicating with an External Medical Provider through Dr. Joe's Online Healthcare Clinic platform is NOT required. However, if you choose to communicate with an External Medical Provider through Dr. Joe's Online Healthcare Clinic, please note the following:

- When you contact an External Medical Provider through Dr. Joe's Online Healthcare Clinic, any initial interactions and any provider-client relationship formed during the course of that interaction is strictly between you and the External Medical Provider and expressly EXCLUDES Dr. Joe's Online Healthcare Clinic (Teddie Joe Snodgrass, Inc).

- When you contact an External Medical Provider through Dr. Joe's Online Healthcare Clinic, he or she may ask you for some information regarding you and your medical affairs in order to properly address your questions. By using our Services, you consent to sharing such personally identifying information for the purpose of securing medical advice with both the requesting provider and with Dr. Joe's Online Healthcare Clinic. Dr. Joe's Online Healthcare Clinic may not have access to information you provide directly to the External Medical Provider, except in cases where you do so through our platform, in which case we can access that information for fulfillment and quality assurance purposes.
- When you contact an External Medical Provider through Dr. Joe's Online Healthcare Clinic Rocket Lawyer, you and the External Medical Provider control both the duration and scope of the interaction. Any provider-client relationship formed during the course of that interaction may either
 - i. end when the interaction with the External Medical Provider ends, or
 - ii. continue if you and the External Medical Provider agree to continue the engagement for further medical services.
- If you wish to create an provider-client relationship with an External Medical Provider that extends beyond your use of our Services, that relationship will be on whatever terms you establish with the provider in question. Those terms do NOT involve Dr. Joe's Online Healthcare Clinic and, except for pre-negotiating special discounts for our members, we do not set, control or influence them. For example, the External Medical Provider may ask you to sign a formal representation agreement regarding the scope of work they will perform, the cost of their medical services, and the handling of any out-of-pocket expenses they may incur.
- External Medical Providers may be compensated by Dr. Joe's Online Healthcare Clinic for Services performed on your behalf; however, Dr. Joe's Online Healthcare Clinic does not receive any share of medical fees collected by any providers in our network. In all cases, Dr. Joe's Online Healthcare Clinic will not influence or interfere in any way with any provider's independent professional judgment. External Medical Providers reserve the right to refuse to perform medical services on your behalf in their sole discretion.
- Dr. Joe's Online Healthcare Clinic does not endorse or recommend any External Medical Provider. You should carefully evaluate the experience and qualifications of any External Medical Provider before hiring them as your Medical Provider. Dr. Joe's Online Healthcare Clinic makes no representation or warranty as to the qualifications or competency of any External Medical Provider or as to the accuracy or completeness of any External Medical Providers work.

DR. JOE'S ONLINE HEALTHCARE CLINIC SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY PROFESSIONAL SERVICES RENDERED BY ANY EXTERNAL MEDICAL PROVIDER YOU ENCOUNTER ON OR THROUGH OUR SERVICES, AND ANY USE OR RELIANCE ON SUCH PROFESSIONAL SERVICES IS SOLELY AT YOUR OWN RISK.

More simply put

You may interact with either medical providers working for Dr. Joe's Online Healthcare Clinic or external providers. External providers are independent contractors, not Dr. Joe's Online Healthcare Clinic (Teddie Joe Snodgrass, Inc) employees, so the terms of engagement are determined entirely by you and them. Dr. Joe's Online Healthcare Clinic is not responsible for the services or advice they give. We may access any messages you send to a provider through the Dr. Joe's Online Healthcare Clinic Service for fulfillment and quality assurance purposes.

Medical Provider Advertising Disclaimer

This website and its contents may be considered medical service advertising under the rules of certain jurisdictions.

External Medical Providers profiles on our Service are provided as a free public service, not a list of paid advertisements or endorsements. Dr. Joe's Online Healthcare Clinic does not guarantee the accuracy of the information contained in any External Medical Providers profile. External Medical Providers are third-party independent contractors (1099) solely responsible for the advice they give, the services they provide and the representations about themselves they make. You are solely responsible for assessing the quality, integrity, suitability and trustworthiness of all persons with whom you communicate regarding your medical needs. Prior results (for example, positive testimonials from prior clients) do not guarantee a similar outcome.

Dr. Joe's Online Healthcare Clinic Medical Provider profiles and information that we make publicly available are provided for public information purposes, but are not intended to imply that Dr. Joe's Online Healthcare Clinic Rocket Lawyer can provide medical advice in all jurisdictions. Rather, Dr. Joe's Online Healthcare Clinic Medical Providers are only available to help customers in jurisdictions where Dr. Joe's Online Healthcare Clinic is authorized to provide medical services; information regarding Dr. Joe's Online Healthcare Clinic provider services are not intended for anyone located in a state where Dr. Joe's Online Healthcare Clinic is not so authorized.

More simply put

The choice of a Medical Provider is an important decision and should not be based solely upon information found on our Service.

Termination of Membership and Access Restriction

Dr. Joe's Online Healthcare Clinic reserves the right, in its sole discretion, to downgrade or terminate your access to the Services, for any reason and at any time without prior notice. For example, we may suspend or

terminate your use of some or all of the Services if you violate these Terms or use the Services in a manner that may expose us to legal liability, disrupt the Services or disrupt others' use of the Services.

If Dr. Joe's Online Healthcare Clinic elects to terminate your membership, Dr. Joe's Online Healthcare Clinic will provide you with notice at your registered email address. Dr. Joe's Online Healthcare Clinic also reserves the right to modify or discontinue, either temporarily or permanently, any part of its Services with notice. You agree that Dr. Joe's Online Healthcare Clinic will not be liable to you or to any third party for any modification, suspension, or discontinuance of your membership or access to the Services.

If your Dr. Joe's Online Healthcare Clinic membership is paid for by a Program Sponsor and they elect to discontinue the service, you will have the opportunity to continue your membership personally by enrolling in a paid subscription.

More simply put

Dr. Joe's Online Healthcare Clinic has the right to downgrade or cancel your account at any time. This is a very rare occurrence, and would only happen if you were violating the Terms, breaking the law, or otherwise misusing the service.

Ownership and Preservation of Your Documents

Dr. Joe's Online Healthcare Clinic does not claim ownership of any documents you either create or upload and store using our Services ("Documents"). You grant permission for Dr. Joe's Online Healthcare Clinic to use your Documents in connection with providing Services to you.

You acknowledge and agree that Dr. Joe's Online Healthcare Clinic may preserve these Documents as well as disclose them if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to accomplish any of the following:

- 1) to comply with legal process, applicable laws or government requests
- 2) to enforce these Terms
- 3) to respond to claims that any content violates the rights of third parties; or
- 4) to protect the rights, property, or personal safety of Dr. Joe's Online Healthcare Clinic its users and the public.

You understand that the technical processing and transmission of the Service, including your Documents and other content, may involve transmissions over third party networks and changes to conform and adapt to technical requirements of connecting networks or devices. You agree that Dr. Joe's Online Healthcare Clinic has no responsibility or liability for deleting or failing to store any Documents or other content maintained or uploaded in the Services.

More simply put

The documents you create and store in your account belong to you. But if required by law, or for other good reason, we have the right to share them with law enforcement or others.

Consent to Receive Emails

By creating an account, you agree that you may receive communications from Dr. Joe's Online Healthcare Clinic, such as newsletters, special offers, and account reminders and updates. You also understand that you can remove yourself from promotional communications by clicking the "Unsubscribe" link in the footer of the actual email. You cannot opt out of essential communications regarding your account, such as renewal notices.

More simply put

Dr. Joe's Online Healthcare Clinic may send you emails, but you can unsubscribe from promotional emails at any time.

Acceptable Use of Communications Services

Our Services include a large number of what are collectively called "Communications Services." These include services such as live chats, ASecurecart payment Services, Zoho Booking services, comment threads, blog posts, question and answer products, customer service communication forums, calendars, and other message services. You agree to use the Communications Services only to post, send, and receive messages or materials proper to and related to the particular Communication Service. When using a Communication Service, you agree that you will not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- Publish, post, upload, distribute or disseminate any names, materials, or information that is considered inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful.
- Create a false identity, represent yourself as someone else, or sign an agreement as someone else or on behalf of someone else or otherwise falsify or delete in an uploaded file any significant attributions or notices.
- Upload files that contain software or other material protected either by intellectual property laws or by the rights of privacy or publicity except when
 - you own or control the necessary rights, or
 - you have received all necessary consents to do so.
- Upload corrupted files, files that contain viruses, or any other files that may damage the operation of another's computer.
- Advertise, offer to sell, or offer to buy anything for business purposes except to the limited extent any particular Communication Service expressly allows such activity.
- Restrict or inhibit any other user from using and enjoying the Communications Services.

- Harvest or otherwise collect any information about other users, either individually or in the aggregate, or about the Services generally.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- Violate any applicable laws or regulations.

Although Dr. Joe's Online Healthcare Clinic has no obligation to monitor the Communications Services, we reserve the right, in our own discretion, to review and remove materials posted to a Communication Service (in whole or in part), terminate or limit any user's access to the Communications Services, or take other steps that we believe are appropriate to prevent abusive or unreasonably burdensome use of the Communications Services. Dr. Joe's Online Healthcare Clinic reserves the right to disclose any materials posted, information or activity as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

More simply put

We offer a lot of ways to communicate through our Service, like message boards, live chats, blog comments, and more. You agree to use those Services as intended, and not to post anything illegal or abusive.

No Unlawful or Prohibited Use

You can only use our Services if doing so complies with the laws of your jurisdiction(s). The availability of our Services in your jurisdiction(s) is not an invitation or authorization by Dr. Joe's Online Healthcare Clinic to access or use our website or Services in a manner that violates your local laws and regulations. By using our Services, you accept sole responsibility to ensure that you or anyone else who accesses your account to use our Services does not violate any applicable laws in your jurisdiction(s). To enforce this provision, Dr. Joe's Online Healthcare Clinic reserves the right to refuse membership, or suspend or terminate your account immediately and without prior notice at our sole discretion.

The following are specifically excluded or prohibited:

- Use in connection with any medical matter that is frivolous, immaterial or illegal in nature, as determined by Dr. Joe's Online Healthcare Clinic or the External Medical Provider in their sole discretion;
- Use in connection with any medical matter involving an alleged violent crime by you;
- Use in connection with any medical matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- Use in connection with any medical matter for which you are currently or prospectively represented by legal counsel.
- Use in connection with any medical matter that, as determined by the External Medical Provider or Dr. Joe's Online Healthcare Clinic Medical Provider in his or her sole

discretion, lacks sufficient merit to warrant pursuit, or that has been raised an excessive or unreasonable number of times without a change in circumstances;

- Use in connection with any medical matter that directly or indirectly involves any External Medical Provider or Dr. Joe's Online Healthcare Clinic Medical Provider other than as your provider;
- Use in connection with any medical matter in which Dr. Joe's Online Healthcare Clinic or any of its subsidiaries, affiliates, directors, officers, agents, employees, or other Dr. Joe's Online Healthcare Clinic service providers has an adverse interest; or
- Use in connection with any medical matter in which your Program Sponsor has an adverse interest, or in which any director, officer or controlling stockholder of the Program Sponsor has an adverse interest.

You may not hack, "scrape" or "crawl" our Services, whether directly or through intermediaries such as spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds without express written permission from Dr. Joe's Online Healthcare Clinic (Teddie Joe Snodgrass, Inc). You may not access or attempt to access any information Dr. Joe's Online Healthcare Clinic has not intentionally made available to you on its Services via purchased subscription. Your use of the Dr. Joe's Online Healthcare Clinic Services does not entitle you to resell any Dr. Joe's Online Healthcare Clinic content without prior express written consent from Dr. Joe's Online Healthcare Clinic or Teddie Joe Snodgrass, Inc.

More simply put

If for any reason it would be illegal for you to use Dr. Joe's Online Healthcare Clinic Services, you agree not to do so. You also agree not to use Dr. Joe's Online Healthcare Clinic for frivolous purposes, violent crimes, or to sue Dr. Joe's Online Healthcare Clinic itself or your Program Sponsor.

Intellectual Property Rights; License Grant

Dr. Joe's Online Healthcare Clinic retains all right, title and interest in and to its products and Services, including, without limitation, software, images, text, graphics, illustrations, logos, service marks, copyrights, photographs, videos, music, articles, document templates and all related intellectual property rights. Except as otherwise provided in the Terms, you may not, and may not permit others to:

- i. reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our products and Services (other than documents you create through your membership, which you may use for your own personal use);
- ii. sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any of our products and Services; or
- iii. circumvent or disable any security or technological features of our products and Services.

The design, text, graphics and selection and arrangement of our Services and the legal forms, documents, guidance and all other content found on our Service ("Service Content") are copyright © Dr. Joe's Online Healthcare Clinic, Teddie Joe Snodgrass, Inc., and/or VazTeck Inc. All rights reserved.

Subject to your compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to use the Services as we intend for them to be used. As a registered Dr. Joe's Online Healthcare Clinic user, you are the owner of and are fully authorized to keep, for your own personal records, electronic or physical copies of documents you have created on Dr. Joe's Online Healthcare Clinic.

When you transmit public-facing user content on Dr. Joe's Online Healthcare Clinic, you hereby grant Dr. Joe's Online Healthcare Clinic and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content, including throughout the world in any media. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation or compensation to you. You acknowledge and agree that Dr. Joe's Online Healthcare Clinic is authorized to collect and use aggregated or anonymized information from or about you and other users and user-created documents for the purposes of researching, developing, improving and marketing its Services.

Resale or unauthorized copying, use, storage, display or distribution of forms, articles, documents or other materials copied or downloaded from our Service is strictly prohibited. Use of these materials is for your personal or business use. Any resale or redistribution of our materials requires the express written consent of Dr. Joe's Online Healthcare Clinic. Any rights not expressly granted in these Terms are reserved by Dr. Joe's Online Healthcare Clinic.

More simply put

The Dr. Joe's Online Healthcare Clinic, Teddie Joe Snodgrass, Inc, and/or VazTeck Inc logo, software, trademarks, products, and Services belong to us. You agree not to copy or sell any of our intellectual property. As long as you follow these Terms, you're welcome to use all Dr. Joe's Online Healthcare Clinic Services in the manner intended. The documents you create are yours for personal use, but you can't sell or give away the Dr. Joe's Online Healthcare Clinic template they're based on.

Links to Third Party Sites

Dr. Joe's Online Healthcare Clinic Service may contain links to third party resources and businesses on the Internet, called here "links" or "Linked Site(s)." Those links are provided for your convenience to help you identify and locate other Internet resources that may be of interest to you.

Dr. Joe's Online Healthcare Clinic does not control, endorse or monitor the contents of any Linked Site. That includes, without limitation, any further link contained in a Linked Site, and any changes or updates to a Linked Site. Dr. Joe's Online Healthcare Clinic is not responsible for webcasting or for any other form of transmission received from any Linked Site. These Terms do not cover your interaction with Linked Sites. You should carefully review the terms and conditions and privacy policies of any Linked Sites.

If you use any service provided on a Linked Site, (a) Dr. Joe's Online Healthcare Clinic will not be responsible for any act or omission of the third party, including the third party's access to or use of your customer data and (b) Dr. Joe's Online Healthcare Clinic does not warrant or support any service provided by the third party.

More simply put

The links we provide to other websites are for your information only. We don't endorse and are not responsible for the content on those sites.

Disclaimer of Representations and Liability

The information, software, products, and Services made available through Dr. Joe's Online Healthcare Clinic may include inaccuracies or typographical errors. Dr. Joe's Online Healthcare Clinic reserves the right at any time to modify, improve, suspend or deprecate certain features of our Services. Legal Information received via Dr. Joe's Online Healthcare Clinic should not be relied upon exclusively for personal, medical, legal or financial decisions; rather, we recommend you use information from our Service in conjunction with the advice of a qualified professional tailored to your situation. In short, your use of our Services is at your own risk.

TO THE FULLEST EXTENT PERMITTED BY LAW, DR. JOE'S ONLINE HEALTHCARE CLINIC AND ITS AFFILIATES, SUBSIDIARIES, PROGRAM SPONSORS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INFORMATION AND OPINIONS RECEIVED VIA OUR SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS WITHOUT CONSULTING AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL DR. JOE'S ONLINE HEALTHCARE CLINIC, ITS AFFILIATES, SUPPLIERS, PROGRAM SPONSORS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT DR. JOE'S ONLINE HEALTHCARE CLINIC

HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, DR. JOE'S ONLINE HEALTHCARE CLINIC AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES SHALL IN NO EVENT EXCEED THE GREATER OF \$200 OR THE AMOUNT PAID BY YOU TO DR. JOE'S ONLINE HEALTHCARE CLINIC FOR THE 12 MONTHS PRECEDING THE SERVICES IN QUESTION.

THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

Enforceability Guarantee Only Applies to Unmodified Documents

Please note that Dr. Joe's Online Healthcare Clinic guarantee of the enforceability of its medical documents only applies in the case that the documents are unmodified by you. If you modify the language of any medical documents you obtain from Dr. Joe's Online Healthcare Clinic, Dr. Joe's Online Healthcare Clinic can no longer guarantee their medical compliance.

More simply put

While we do our best to make sure everything is accurate and up to date, your use of our Services is at your own risk. Please don't make personal, medical, legal, or financial decisions without consulting a professional. If you modify the language of any medical or legal documents obtained from Dr. Joe's Online Healthcare Clinic, the enforceability guarantee no longer applies.

Release and Indemnity

By using our Service, you, on behalf of yourself and your heirs, executors, agents, representatives, and assigns, fully release, forever discharge, and hold Dr. Joe's Online Healthcare Clinic, Teddie Joe Snodgrass, Inc., and/or VazTeck Inc, its partners (including any third-party companies engaged by Dr. Joe's Online Healthcare Clinic to fulfill business formation or other business filing orders, your Program Sponsor (if applicable) and its affiliates, and its and their respective officers, employees, directors and agents, harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury (including death) arising out of or relating to your use of the Services. You agree that this release has been freely and voluntarily consented to and you confirm that you fully understand what you are agreeing to.

You agree to indemnify and hold Dr. Joe's Online Healthcare Clinic its partners (including any third-party companies engaged by Dr. Joe's Online Healthcare Clinic to fulfill business formation, or other business filing orders), your Program Sponsor (if applicable) and its affiliates, and its and their respective officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your use of the Service, your violation of these Terms or your violation of any rights of another.

Program Sponsors are expressly intended third-party beneficiaries of the provisions of these Terms that expressly apply to Program Sponsors.

More simply put

Dr. Joe's Online Healthcare Clinic is not responsible for anything that happens as a result of you violating these Terms, violating someone else's rights, or a third-party claim.

Dispute Resolution by Binding Arbitration and Class Action Waiver

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Service Department at (808) 265-5533. You can also email us at support@virtualcashclinic.com.

However, if Dr. Joe's Online Healthcare Clinic is not able to resolve a dispute with you after attempting to do so informally, then as a condition to your use of the Services we mutually agree to resolve such dispute through binding arbitration under the auspices of [JAMS Alternative Dispute Resolution](#) ("JAMS"). JAMS will administer any such arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Tampa, Orlando, and Jacksonville (FL), or any other location as to which we may then mutually agree. A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute.

Any notice to Dr. Joe's Online Healthcare Clinic should be addressed to Teddie Joe Snodgrass, Inc., 91-534 Kaakina Street, Ewa Beach, Hawaii 96706 -- Attention: Legal Counsel. Any notice to you shall be sent to your address as set forth in Dr. Joe's Online Healthcare Clinic records of account or such other legal address as Dr. Joe's Online Healthcare Clinic is able to identify.

You may only resolve disputes with Dr. Joe's Online Healthcare Clinic on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Notwithstanding our agreement to arbitrate our disputes as provided above, the following exceptions will apply to the resolution of disputes between us:

- Either you or Dr. Joe's Online Healthcare Clinic may assert claims, if they qualify, in small claims court in Citrus County, Florida or in any United States county where you live or work without first engaging in arbitration or the informal dispute-resolution process described above.
- Dr. Joe's Online Healthcare Clinic may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief to stop any unauthorized use or abuse of the Services or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above.
- In the event that the agreement to arbitrate provided herein is found to be inapplicable or unenforceable for any reason, then as a condition to your use of the Services we agree that any resulting judicial proceedings will be brought in the federal or state courts of Florida, and by your use of the Services you expressly consent to venue and personal jurisdiction of the courts therein.

Dr. Joe's Online Healthcare Clinic may, in the future, make changes to these provisions regarding dispute resolution and arbitration by providing notice in accordance with the "Modifications" section below. You may reject any changes to this section made during your Membership by sending us written notice. Such notice must be given within thirty (30) calendar days of the notice of modification to the following address: Teddie Joe Snodgrass, Inc., 91-534 Kaakina Street, Ewa Beach, Hawaii 96706 -- Attention: Legal Counsel.

More simply put

If you have a problem with Dr. Joe's Online Healthcare Clinic and customer service can't help, you waive your right to sue us, either individually in court or by class action. Instead, we'll resolve your dispute using private arbitration.

Controlling Law

These Terms are governed by the law of Florida, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules.

More simply put

These Terms are governed by Florida state law.

Entire Agreement

These Terms constitute the entire agreement between you and Dr. Joe's Online Healthcare Clinic with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights other than as specifically stated in these Terms.

More simply put

These Terms are the one and only official agreement between you and Dr. Joe's Online Healthcare Clinic.

Waiver, Severability and Assignment

Dr. Joe's Online Healthcare Clinic failure to enforce a provision is not a waiver of its right to do so later. If a provision of these Terms is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting the intent of the unenforceable language as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Dr. Joe's Online Healthcare Clinic may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

More simply put

If for some reason Dr. Joe's Online Healthcare Clinic can't or doesn't enforce part of these Terms, the rest of the terms will still be valid.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms. We encourage users to periodically review the Terms to ensure that you understand them in their entirety.

If you have any questions or concerns, please visit our [Help Page](#) or [Contact Us](#) at any time.

More simply put

We will always post the most current terms here on our website.