# **Terms and Conditions**

### 1. Introduction

This website is operated by The VDOC LLC. Throughout the site, the terms "we", "us" and "our" refer to The VDOC LLC. The VDOC LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"; "Terms and Conditions"; "Terms of Use";), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current Service shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

# 2. Description of Service

The purpose of this Service is to provide users with online resources for coaching and team management.

Any and all visitors to our Service shall be deemed as "users" of the herein contained Services provided for the purpose of this Terms.

The user acknowledges and agrees that Services provided and made available through our Service are the sole property of the The VDOC.

### 3. General Conditions

At its discretion, The VDOC may offer additional Service Services or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services, all updated, modified or revised Services unless otherwise stipulated.

The VDOC does hereby reserve the right to cancel and cease offering any of the aforementioned Services. You, as the end user acknowledge, accept and agree that The VDOC shall not to be held liable for any such updates, modifications, revisions or discontinuance of any of Our Services and/or products. Your continued use of the Services provided your acceptance of such updates, changes and modifications. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user understands, acknowledges and agrees that Services offered shall be provided "AS IS" and such The VDOC shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

### 4. Registration

To register and become a "member" of the Service, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving our Services under the laws of applicable jurisdiction.

Users who wish to register with the The VDOC are required to provide true, accurate, current and complete information about themselves as prompted by registration forms

provided. You agree to update your information should there be any changes, in order to keep registered information true, accurate, current and complete.

If you provide information contrary to aforementioned conditions, we may deny you or terminate your access to the Service, parts of it or our Services. We are not responsible for any failure in providing the Services, which result from information that is not true, accurate, current and complete. You further confirm by registering that you have not been convicted of any offence, or subject to any court order, relating to assault, violence, sexual misconduct.

### 5. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

On its sole discretion, The VDOC has the right to block the access to any user either on the software, related publications, social media, website and any promotions.

### 6. Member Account, Username, Password and Security

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account.

It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the Terms and Conditions.

It shall be your responsibility to notify the The VDOC immediately of any unauthorized access or use of your account or password or any other breach of security. If you ever find out or suspect that someone access your account without authorization, you are advised to inform us immediately. The VDOC shall not be held liable for any loss and/or

damage arising from any failure to comply with this term of use.

### 7. Modifications To The Service and Prices

Prices for our services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### 8. Services

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. All descriptions of services or service pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any service at any time. Any offer for any service made on this site is void where prohibited.

We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

# 9. Accuracy Of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel subscriptions purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed fraudulently or against our Terms and Conditions.

You agree to provide current, complete and accurate purchase and account information for all purchases made through our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### 10. Modification of Terms

The VDOC reserves the right, at its sole discretion, to modify or replace the Terms and Conditions by posting updates and changes to our website. It is your responsibility to check the Terms periodically for changes. Your continued use or access of the Service following the posting of any changes to the Terms and Conditions will be subject to the new Terms and Conditions and constitutes acceptance of those changes.

You agree that the clauses of Terms that are considered to be ineffective do not affect the validity of this document. Above-mentioned clauses have to be regulated by current legislation.

You can review the most current version of the Terms and Conditions at any time at this page.

# 11. Intellectual Property Rights

Other than the content you own, under these Terms, the Service's owner and/or its licensors own all the intellectual property rights and materials contained in this Service. You are granted limited license only for purposes of viewing the material contained on this Service.

As a condition of your use of the Service, you warrant to The VDOC that you will not use the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service in any manner, which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Service, is the property of The VDOC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Service. Your use of the Service does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of The VDOC and the copyright owner.

You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The VDOC or our licensors except as expressly authorized by these Terms.

# 12. Restrictions and obligations

The Service is available only to individuals who are at least thirteen (13) years old. You represent and warrant that if you are an individual, you are (i) at least eighteen (18) years old or (ii) if you are between the ages of thirteen (13) and eighteen (18), you have parental permission to enter into an agreement to accept these Terms and Conditions and to use the Service.

You are specifically restricted from all of the following

- publishing any Service material in any other media
- selling, sublicensing and/or otherwise commercializing any Service material
- publicly performing and/or showing any Service material
- using this Service in any way that is or may be damaging to this Service
- using this Service in any way that impacts user access to this Service
- using this Service contrary to applicable laws and regulations, or in any way may cause harm to the Service, or to any person or business entity
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Service
- using this Service to engage in any advertising or marketing

Certain areas of this Service are restricted from being access by you and may further restrict access by you to any areas of this Service, at any time, in absolute discretion.

You warrant that you will abide by, without limitation, all applicable local, national and international laws and regulations with respect to your use of the Service and not interfere with the use and enjoyment of the Service by other users or with the operation and management of the Service.

Accessing the Service is prohibited from territories where the Service or any Content is illegal; you are responsible for compliance with local laws.

Accepting this Terms, You agree that user won't claim against the manufactures/makers etc.

# 13. Limitation of liability

The VDOC does its best to ensure that all information on the Service is accurate. If you find any inaccurate information on the Service please let The VDOC know by sending an

email to Web Services at info@thevdoc.com and we will correct it, where we agree, as soon as practicable.

The VDOC gives no warranty or assurance about the content of the Service. As the Service is under constant development its contents may be incorrect or out-of-date and are subject to change without notice.

While The VDOC makes every effort to ensure that the content of the Service is accurate, The VDOC cannot accept liability for the accuracy of all the content at any given point in time.

The VDOC makes every effort to ensure that its computer infrastructure is error- and virus-free but does not warrant that any material available for downloading from the Service will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Neither The VDOC nor any of its agents, employees and sub-contractors shall be liable to you or any other party for any claim, loss, demand or damages whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of the Service or information, content or materials included on the Service.

In no case shall The VDOC LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

In no event shall The VDOC or any of its agents, employees or sub-contractors be liable to you for any indirect or consequential loss or damage including, without limitation, any;

• loss of actual or anticipated profits (including loss of profits on contracts);

- loss of revenue;
- loss of business;
- loss of opportunity;
- loss of anticipated savings;
- loss of good will;
- loss of reputation;
- loss or damage to or corruption of data;
- loss of use of money

or otherwise, and whether or not advised of the possibility of such claim, loss, demand or damages and arising in tort (including negligence), contract or otherwise, to the fullest extent permitted by law.

It is the Users sole responsibility to keep their passwords secure. If you lose the password, the The VDOC cannot reset it or help in other way.

We are a distributor (and not a publisher) of content supplied by third parties and users of the internet. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors and not of us.

We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Service.

The information on the Service is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific educational, or other, decisions. You should take your own advice and/or make specific enquiries and independently verify any information before relying upon it.

If you make an arrangement with anyone named in or connected with the Service this is at your sole risk.

Nothing in this Agreement excludes or limits The VDOC liability for: death or personal injury caused by The VDOC negligence; or fraud or fraudulent misrepresentation; or the tort of deceit; or any other liability which may not be limited or excluded by law.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk.

The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

### 14. Service Rules and Conduct

You shall not use the Service for any purpose that is prohibited by these Terms and Conditions, including:

You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit, link to or otherwise distribute or facilitate distribution of any content on or through the Service, that:

infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming"); involves commercial activities and/or sales without The VDOC prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of The VDOC or any third party; or impersonates any person or entity, including any employee or representative of The VDOC.

You shall abide by all applicable local, state, federal, national and international laws and regulations.

### 15. Personal Information

Your submission of personal information through the Service is governed by our Privacy Policy. To view our Privacy Policy please go to <a href="https://www.thevdoc.com/privacy/">https://www.thevdoc.com/privacy/</a>.

# 16. Accuracy, Completeness and Timeliness Of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### 17. Prohibited Uses

#### You shall not:

- take any action that imposes or may impose (as determined by The VDOC in its sole discretion) an unreasonable or disproportionately large load on The VDOC (or its third party providers') infrastructure;
- ii. interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;
- iii. run Maillist, Listserv, any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Service.
- iv. use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- v. transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

### Reverse engineering the Service

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder.

The VDOC reserves the right to remove any content from the Service or from another feature of the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if The VDOC is concerned that you may have violated the Terms and Conditions) or for no reason at all.

You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Service. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit any Content or third party submissions or other proprietary rights not owned by you: (i) without the consent of the respective owners or other valid right and (ii) in any way that violates any third party right.

You may, to the extent the Service expressly authorizes you to do so, download or copy Content, and other items displayed on the Service for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content.

Please be aware that the Service or other features of the Service may contain, or direct you to Services containing, information that some people may find offensive or inappropriate.

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful acts;
- c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;

- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- h) to collect or track the personal information of others;
- i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j) for any obscene or immoral purpose; or
- k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### 18. Indemnification

You agree to indemnify, defend and hold harmless The VDOC, and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, third parties, interns and employees, from any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Service or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

The VDOC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The VDOC in asserting any available defenses.

### 19. Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration or a similar arbitration service selected by the parties. The arbitrator's award shall be final, and judgment may

be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions.

# 20. Governing law

These terms and conditions are governed by the US laws and the parties agree to submit to the exclusive jurisdiction of the US courts. In case the member is a special subject under public law or an entrepreneur, all will be governed by the laws of registered office of The VDOC.

# 21. Severability

In the event that any provision of these Terms and conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

# 22. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions, and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

# 23. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We

reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### 24. User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

# 25. Third Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

# 26. Payment Gateway

Our payment gateway (and all payments, transactions, subscriptions etc) is run through Stripe.

Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, we make use of best-in-class security tools and practices to maintain a high level of security at Stripe.

For more information please see Stripe's security documentation at https://stripe.com/docs/security/stripe

# 27. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

# 28. Headings

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

# 29. Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and The VDOC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

# 30. Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. The VDOC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME.

The VDOC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SERVICE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. The VDOC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. The VDOC ARE NOT RESPONSIBLE FOR THE PROBLEMS WITH SERVER AND LOSING THE DATABASE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL The VDOC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE

SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE VDOC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

### 31. Contact Us

The VDOC welcomes your questions or comments regarding the Terms sent to us at info@thevdoc.com.