

MyOptometryLawyer Concierge Client Agreement

This is a binding agreement between you and MyOptometryLawyer, LLC (“MOL”) (the “Agreement”). This Agreement is effective as of the date you accept its terms by purchasing a Plan and becoming a Concierge Client (the “Effective Date”). When you sign up for a Plan you accept these terms, conditions, limitations, and requirements. Please read this Agreement carefully.

MyOptometryLawyer, LLC, and Craig S Steinberg, O.D., J.D. (“Steinberg”), as MOL’s principal, welcome you to the MyOptometryLawyer website. Steinberg, through MOL, through his professional law corporation, Law Offices of Craig S Steinberg, O.D., a Professional Corporation, and through this website sells and/or provides various services, information, consulting, and products to you, all subject to the following terms, the MOL Privacy Policy and the MOL Terms of Service (“TOS”), any of which may be updated from time to time without notice to you.

By becoming a Concierge Client, and/or by accessing and using this Website, you accept and agree to be bound by the Privacy Policy, the TOS, and this Agreement, all of which shall be deemed a single agreement between you and MOL.

Our Agreement

By selecting one of the plans offered on the MOL website you agree to and understand the following:

1. MOL is not a law firm and does not provide legal services. MOL provides business consulting, advising optometry practices and optometrists with respect to common business matters. When legal services are needed or requested, i.e., to defend an audit, MOL arranges for Craig Steinberg, OD, JD, through his professional legal corporation, to provide those services as permitted by law. All legal services are provided by the Law Offices of Craig S Steinberg, O.D., a P.C.

2. Except for California residents and VSP-related matters, Steinberg is not providing legal services to you and you are not retaining Steinberg or MOL as your lawyer or forming an attorney-client relationship with Steinberg. The services provided are strictly in the nature of business consulting based on Steinberg’s 35+ years as a practicing optometrist and speaker.

3. By becoming a Concierge Client, you agree to a contract for a minimum term of one (1) year that starts on the first day of the month in which you join. You authorize MOL to bill you monthly during the initial 1-year term, and after the initial 1-year term you authorized the billing to continue automatically until you inform MOL in writing or by email that you want to cancel or discontinue being a Concierge Client. Upon receipt of your written notice of intent to terminate your status as a concierge client your billing will end on the last day of the month that is at least sixty (60) days from the day MOC or Steinberg receives your written notice. If it has been less than 12 months since you initially enrolled as a concierge client, the billing continues until the end of the twelfth month.

4. If you become a Concierge Client within sixty (60) days before or after you have notice of or reason to believe there is a potential or actual VSP audit or State Board matter MOL will arrange for Steinberg to represent you, but your fees for being an MOL Concierge Client will not include defense of the matter. The fees for defense of the matter will be determined by Steinberg at the time you retain him but will be discounted by 20% as a Concierge Client.

5. You understand that, except as otherwise expressly stated herein (i.e., VSP matters for Platinum clients and State Board matters for California optometrists choosing that option), no legal defense for claims, demands, lawsuits, accusations, litigation, mediation, or arbitration is provided. This includes malpractice claims, employment-related claims, partnership or business disputes, landlord-tenant claims, or any other form of legal claim or governmental action. In the event you have such a claim and choose to retain Dr. Steinberg, through his professional corporation, to represent you, your status as a Concierge Client means (i) unless he otherwise cannot represent you due to conflict or matter of ethics or law, Steinberg will agree to represent you and (ii) you will be entitled to a 20% discount off Steinberg's usual and customary legal fees.

6. Notwithstanding anything to the contrary contained herein, in no case can you terminate your status as a Concierge Client if Steinberg is at that time engaged in representing you in a legal matter, including a State Board matter or defense of a VSP adverse action, and you do not terminate your attorney-client relationship. Your status as a Concierge Client will not end, and you will continue to be billed, until no less than sixty (60) days after your legal matter has ended.

7. MOL may terminate this agreement and your status as a Concierge Client at any time and for any reason in its sole discretion. If MOL terminates the Agreement the termination shall be effective upon the date indicated by MOL and can be anywhere from immediate to ninety (90) days from the date of notice.

8. If, as a Concierge Client, you request MOL arrange to have Steinberg represent you in a legal matter, including a State Board matter, VSP issue, or anything else, Steinberg may request that you sign at that time a written retainer agreement in compliance with the California Rules of Professional Responsibility. You understand and agree that there may be circumstances, such as conflict of interest, that prevent Steinberg from representing you in a matter as your attorney. In that case Steinberg will so advise you and you will be responsible for obtaining and paying for your own attorney for the matter.

9. You understand that Steinberg and MOL are not accountants or CPAs and they do not give tax advice. You should consult with your own CPA on any tax matters or to understand the tax implications of any transaction. To ensure compliance with Treasury Department regulations, you are advised that, unless otherwise expressly indicated, any federal tax advice was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

10. Any dispute will be resolved according to the Terms of Service between you and MOL.