



Re: DACnet™ Subscription Agreement

Thank you for your interest in DACnet™. Attached please find the DACnet subscription agreement you requested.

The subscription agreement details the terms and conditions regarding your application for, and the terms and conditions regarding your use of DACnet™. Subscription fees and the completed application must be forwarded to:

Denturist Association of Canada
PO Box 45521
2397 King George Highway
Surrey, BC V4A 9N3

Email: dacdenturist@telus.net
Fax: 1-604-582-0317

Should you have any questions regarding the subscription agreement or DACnet™ services, please contact the DACnet™ Help Desk at:

email@dacnet.ca
1-877-8DACnet
(1-877-832-2638)

Sincerely yours,
Lynne Alfreds
Chief Administrative Officer
Denturist Association of Canada
Chief Administrative Officer
DENTURIST ASSOCIATION OF CANADA
Telephone: 1-604-538-3123/1-877-538-3123
Fax: 1-604-582-0317
Email: dacdenturist@telus.net



DACnet™ SUBSCRIPTION AGREEMENT (v1.0)

Introduction

What is the DACnet™ Subscription Agreement?

The subscription agreement details the terms and conditions regarding your application for, and the terms and conditions regarding your use of DACnet™.

This subscription agreement is between you and DAC. It balances your interests as an individual dentist with the interests of the profession as a whole - as represented by DAC.

You must read this subscription agreement before applying for, or using DACnet™. This subscription agreement contains, among other things, limited warranties, disclaims all other warranties or conditions of merchantability, merchantable quality or fitness for a particular purpose, limits liability, and excludes all liability for incidental, consequential, and punitive damages. If you do not agree to the terms of this subscription agreement, do not apply for, or use DACnet™.

Subscription Fees (non-refundable)

1st year (start-up year) –

DAC Member* - \$350.00 CDN plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick)

Non-Member - \$850.00 CDN plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick)

Subsequent years –

DAC Member* - \$150.00 CDN plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick)

Non-Member - \$650.00 CDN plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick)

*A member in good standing of a provincial or territorial Denturist association which is a member of the Denturist Association of Canada.

Note: The first renewal year following a lapsed subscription will be considered Year One/Start Up year and appropriate start-up fees will apply.

Important note!

This subscription is for one dentist only. Every dentist in your office who plans to submit claims in his or her name on DACnet™ must complete a subscription agreement and submit the subscription fees.

How to Complete the DACnet™ Subscription Agreement

Complete the Subscriber Identification section legibly and in full; and

Mail or fax the entire Subscriber Identification Section, with payment, to:

DACnet™
PO Box 45521
2397 King George Highway
Surrey, BC V4A 9N3
Canada
Telephone: 1-604-538-3123/1-877-538-3123
Fax: 1-604-582-0317
Email: dacdenturist@telus.net

When we receive your application, we will contact you to provide you with a DACnet™ identification number, a DACnet™ office number and start date.

DACNet™ Help Desk:
email@dacnet.ca
1-877-8DACnet (1-877-832-2638)

Welcome to DACnet™!

DACnet™ Subscription Agreement

1. Terms, Conditions and Definitions.

This Subscription Agreement details the terms and conditions regarding your use of DACnet™. In this Agreement:

“DAC” is the Denturist Association of Canada.

“DACnet” is the trade-mark owned by DAC.

“DACnet™ Participant” means any person (other than you) or entity authorized by DAC to participate in DACnet™ and includes certain persons or entities providing dental claims capture, transmission, messaging, electronic transaction, switching, acknowledgment, adjudication, predetermination and/or payment services through DACnet™ and certain persons and entities providing software to access or use DACnet™.

“Data Extract” means the data extracted from dental claims submitted through DACnet™, which data shall not identify the dentist, the claims processor, the plan sponsor, or the patient.

2. Processing your Application. If your application is approved, DACnet™ will issue you a DACnet™ identification number, a DACnet™ office number, written instructions on the use of DACnet™ and reasonable telephone support. Your access to, or use of, DACnet™ is considered your agreement to abide by and be bound by this Subscription Agreement.

3. Modifications to Agreement or Service(s). DACnet™ may at any time: (i) revise the terms and conditions of this Subscription Agreement; and/or (ii) change the services provided under this Subscription Agreement. Any such revision or change will be binding and effective thirty (30) days after: (i) posting of the revised Subscription Agreement or change to the service(s) on DAC’s websites; and/or (ii) notification to you by email or postal mail. You agree to periodically review the current version of the Subscription Agreement available on DAC’s websites, to be aware of any such revisions or changes. If you do not agree with any revision to the Subscription Agreement or change to the

service(s), you may terminate this Agreement at any time by providing notice to DAC. By continuing to use DACnet™ thirty (30) days after posting or notification of any revision to the Subscription Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes.

4. Termination of Agreement and Notice.

Either you, or the DAC, may terminate this Subscription Agreement at any time by giving notice to the other party by postal mail, by email or by other electronic means. Any notice given by electronic means is deemed to have been given and received on the date of transmission. Any notice given by postal mail shall be deemed to have been given and received on the fifth day following its mailing, provided that during any period of postal mail disruption, notice shall be given by electronic means.

5. Your Obligations upon Termination.

Upon termination of this Subscription Agreement, you shall no longer access, or use, DACnet™.

6. Your Warranties.

You warrant to DAC and DACnet™ Participants that: (i) you are, and will be at all times during the currency of this Agreement, duly registered or licensed to practice denturism in Canada; (ii) you will comply with the rules and procedures for accessing DACnet™; (iii) all the information you provided to DACnet™ in the Subscriber Identification section of this Subscription Agreement is accurate; (iv) you will promptly notify DACnet™ of any change in the information set forth in the Subscriber Identification section of this Subscription Agreement; (v) the electronic submission of a claim by you to a DACnet™ Participant constitutes a certification by you that the claim is an accurate statement of services performed and of the total fee payable, errors and omissions excepted; and (vi) you have read and understood this Subscription Agreement, agree to be bound by it, and agree that access to, or use of, DACnet™ is evidence of such agreement.

7. Patient Consents and Data Extract.

You agree to obtain each of your patient's consent to: (i) submit dental claims and/or predetermination through DACnet™ and (ii) to provide the Data Extract. You agree to keep original copies of patients' consents on file for a period of three (3) years and to provide copies thereof to DAC, or to the appropriate DACnet™ Participant upon request. You release all right, title and interest in and to any Data Extract.

8. Acknowledgments and Disclaimers.

You acknowledge and agree: (i) that access to, and use of, DACnet™ is solely at your own risk; (ii) that all such services are provided on an "AS IS" and "AS AVAILABLE" basis; (iii) that the adjudication, processing, validation and/or payment of any dental claim submitted through DACnet™ are not the responsibility of DAC; (iv) that the response to any request submitted by you through DACnet™ is not the responsibility of DAC; and

(v) that DAC is not responsible for, and shall have no liability with respect to, any product and/or service obtained by you from a third party. DAC and DACnet™ Participants disclaim any and all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither DAC, nor any DACnet™ Participant, makes any warranty that DACnet™ will be uninterrupted, timely, secure or error free; nor does DAC, or any DACnet™ Participant, make any warranty as to the results that may be obtained from the use of DACnet™, or the accuracy or reliability of any information submitted or obtained through DACnet™.

You acknowledge and agree that the acknowledgments, disclaimers and exclusions contained in this paragraph 8 shall extend to the benefit of DAC and all DACnet™ Participants, and shall survive termination of this Subscription Agreement.

9. Limitations of Liability. This paragraph 9 applies to liability under contract

(including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to DACnet™ or this Subscription Agreement, and to the extent permitted by applicable law, DAC's and DACnet™ Participants' aggregate total liability for damages sustained by you and any third party shall be limited, in the aggregate, to \$10.00 (Canadian). The liability limitations provided in this paragraph 9 shall be the same regardless of the number of transactions or claims. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Subscription Agreement, neither DAC, nor any DACnet™ Participant, will be liable to you or to any third party for incidental, consequential, special, punitive, or exemplary damages of any kind.

You acknowledge and agree that the exclusions and limitations of liability in this paragraph 9 shall extend to the benefit of DAC and all DACnet™ Participants, and shall survive termination of this Subscription Agreement.

10. Indemnity. You agree to indemnify and hold DAC and DACnet™ Participants harmless from and against any third party claim resulting from, or arising out of: (i) the breach of your warranties, representations and obligations under this Subscription Agreement, or (ii) your use or misuse of DACnet™. This indemnification obligation shall survive the termination of this Subscription Agreement.

11. Privacy. You authorize DAC to collect, retain, use and disclose your personal information for these purposes and to share such personal information with DACnet™ Participants. You also authorize DACnet™ Participants to disclose your personal information to DAC.



SUBSCRIBER IDENTIFICATION

PLEASE COMPLETE THIS FORM LEGIBLY AND IN FULL

This information will allow DAC to provide full DACnet™ services and to properly administer that service.

Please mail, fax, or email application

Name of Subscribing Denturist: _____

Contact Person: _____

Office/Clinic Name _____

Office Address: _____

City: _____ Province: _____ Postal Code: _____

Office Telephone No.: () _____ Facsimile No.: () _____

Office E-mail address: _____

Denturist's E-mail address: _____

If incorporated, please give name of incorporated company _____

Please provide your Unique I.D. number*: _____ *

*For the purposes of electronic claims, the Unique I.D. number for **unincorporated clinics** will have an additional '0' added at the end of the usual eight-digit number. The Unique I.D. number for **incorporated clinics** will have an additional '5' added at the end of the usual eight-digit number. Any additional changes to the Unique I.D. number will be relayed to you by the DACnet™ Help Desk.

Please indicate language of choice: English French

Is your software system currently sending DACnet™ claims for another Denturist or Denturists, or will be sending DACnet™ claims for another Denturist or Denturists?

YES NO

If **YES**, please provide the DACnet™ or DACnet™ Office Number and/or names of participating Denturist(s).

DACnet Office Number: _____ (4 digits) (To be provided by DACnet™ Help Desk with start-up application)

Denturists Name(s): _____

What is the name of the software vendor providing your Denturist office system?

Will you be submitting claims from more than one location? YES NO

If **YES**, please fill out a new subscription agreement form for each office that you want to be added to.

SUBSCRIPTION FEE

(Annual Subscription fees are payable for each Denturist to be registered.)

1st year (start-up year) –

DAC Member* - \$350.00 CDN plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick)

Non-Member - \$850.00 CDN plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick)

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* A member in good standing of a provincial or territorial Denturist association which is a member of the Denturist Association of Canada.

Note: The first renewal year following a lapsed subscription will be considered Year One/Start Up year and appropriate Start Up fees will apply

PAYMENT ENCLOSED

Start-Up Year

Member - \$350

plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick) \$ _____

Non-Member - \$850.00 CDN

plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick) \$ _____

Renewal Year

Member - \$150

plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick) \$ _____

Non-Member - \$650.00 CDN

plus 5% GST (13% HST in Newfoundland, Nova Scotia, and New Brunswick) \$ _____

Enclosed is my cheque in Canadian funds, payable to the Denturist Association of Canada.

Payment is by credit card (complete information below)

_____ Expiry date ____/____/____

Name of Cardholder _____

Signature of Cardholder _____

MAIL, FAX OR EMAIL APPLICATION, INCLUDING PAYMENT TO:

DACnet™
PO Box 45521
2397 King George Highway
Surrey, BC V4A 9N3
Telephone: 1-604-538-3123/1-877-538-3123
Fax: 1-604-582-0317
Email: dacdenturist@telus.net

FOR DACnet™ USE ONLY

Start Date: ____/____/____

DAC ID#: _____