

CDHA-ACHDnet™ Subscription Agreement

Please read the terms and conditions of this Subscription Agreement carefully prior to registering as a subscriber for the CDHA-ACHDnet™ service. By ordering our service, you agree to the following terms and conditions governing your use of the service. These terms and conditions govern your Agreement with the Canadian Dental Hygienists Association (CDHA).

1) **Definitions.** In this Agreement:

- a.* “Benefit Claim” means the Messages which collectively constitute the electronic transmission by a dental hygienist, on behalf of a client, of a benefit claim to a Claims Processor and an acknowledgement of receipt by the Claims Processor which acknowledgement may include adjudication.
- b.* “CDHA” is the Canadian Dental Hygienists Association.
- c.* “CDHA-ACHDnet™” is the trade-mark owned by CDHA.
- d.* “CDHA-ACHDnet™ Participant” means any person (other than you) or entity authorized by CDHA to participate in CDHA-ACHDnet™ and includes certain persons or entities providing dental hygiene claims capture, transmission, messaging, electronic transaction, switching, acknowledgment, adjudication, predetermination and/or payment services through CDHA- ACHDnet™ and certain persons and entities providing software to access or use CDHA- ACHDnet™ and includes, without limitation, Claims Processors.
- e.* “Claims Processor” means a person who underwrites, processes, validates or adjudicates health benefit claims.
- f.* “Data Extract” means the data extracted from dental hygiene claims submitted through CDHA-ACHDnet™, which data shall not identify the dental hygienist, the claims processor, the plan sponsor, or the client.
- g.* “Message” means the data relating to a Transaction and transmitted electronically between the sender and the recipient.
- h.* “Subscriber” means a dental hygienist who has entered into a subscription agreement with CDHA in respect of the electronic transmission and receipt of Messages that relate to Transactions.
- i.* “Transaction” means any communication made or transaction carried out, between a dental hygienist and a Claims Processor related to the electronic transmission, receipt, adjudication, processing, validation, payment or assignment of health benefit claims and includes Transactions which are Benefit Claims, predeterminations or eligibility transactions.

2. **The Services.** Subject to the terms and conditions of this Agreement, CDHA hereby grants you a non-exclusive, non-transferable right to use the services of CDHA-ACHDnet™. For the purposes of this Agreement “Services” shall mean the submission of a Benefit Claim by you, the Subscriber, for the purpose of completing a Transaction.
3. **Processing your Application.** If your application is approved, CDHA will issue you a CDHA-ACHDnet™ identification number, a CDHA-ACHDnet™ office number, written instructions on the use of CDHA-ACHDnet™ and reasonable telephone support. Your access to, or use of, CDHA-ACHDnet™ is considered your agreement to abide by and be bound by this Subscription Agreement.
4. **Subscription Charges and Payment of Fees** Beginning November 1, 2014 access to CDHA-ACHDnet™ is included with the CDHA's Independent Practice Network (IPN) fee.
5. **Modifications to Agreement or Service(s).** CDHA 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 CDHA'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 CDHA'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 CDHA. By continuing to use CDHA-ACHDnet™ 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.

- 6. Termination of Agreement and Notice.** Either you, or the CDHA, 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.
- 7. Your Obligations upon Termination.** Upon termination of this Subscription Agreement, you shall no longer access, or use, CDHA-ACHDnet™.
- 8. Your Warranties.** You warrant to CDHA and CDHA-ACHDnet™ Participants that: (i) you are, and will be at all times during the currency of this Agreement, duly registered or licensed to practice dental hygiene in Canada; (ii) you will comply with the rules and procedures for accessing CDHA-ACHDnet™; (iii) all the information you provided to CDHA pursuant to this Subscription Agreement is accurate; (iv) you will promptly notify CDHA of any change in the information provided by you pursuant to this Subscription Agreement; (v) the electronic submission of a Benefits Claim by you to a CDHA-ACHDnet™ Participant or Claims Processor constitutes a certification by you that the Benefits 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, CDHA-ACHDnet™ is evidence of such agreement.
- 9. Client Consents and Data Extract.** You agree to obtain each of your clients' consent to: (i) submit Benefits Claims or other relevant client information through CDHA-ACHDnet™; and (ii) to provide the Data Extract. You agree to keep original copies of clients' consents on file for a period of three (3) years and to provide copies thereof to CDHA, or to the appropriate CDHA-ACHDnet™ Participant upon request. You release all right, title and interest in and to any Data Extract.
- 10. Acknowledgments and Disclaimers.** You acknowledge and agree: (i) that access to, and use of, CDHA-ACHDnet™ 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 Benefits Claim submitted through CDHA-ACHDnet™ are not the responsibility of CDHA; (iv) that the response to any request submitted by you through CDHA-ACHDnet™ is not the responsibility of CDHA; and (v) that CDHA is not responsible for, and shall have no liability with respect to, any product and/or service obtained by you from a third party. CDHA and CDHA-ACHDnet™ 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 CDHA, nor any CDHA-ACHDnet™ Participant, makes any warranty that CDHA-ACHDnet™ will be uninterrupted, timely, secure or error free; nor does CDHA, or any CDHA-ACHDnet™ Participant, make any warranty as to the results that may be obtained from the use of CDHA-ACHDnet™, or the accuracy or reliability of any information submitted or obtained through CDHA-ACHDnet™.

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

10. 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 CDHA-ACHDnet™ or this Subscription Agreement, and to the extent permitted by applicable law, CDHA's and CDHA-ACHDnet™ 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 CDHA, nor any CDHA-ACHDnet™ 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 CDHA and all CDHA-ACHDnet™ Participants, and shall survive termination of this Subscription Agreement.

11. Indemnity. You agree to indemnify and hold CDHA and CDHA-ACHDnet™ 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 CDHA-ACHDnet™. This indemnification obligation shall survive the termination of this Subscription Agreement.

12. Privacy. CDHA respects your personal privacy and the personal privacy of your clients. In order to provide the Service, we must collect, use and disclose certain of your personal information and that of your clients ("Personal Information"). You hereby authorize CDHA to collect, retain, use and disclose Personal Information to CDHA-ACHDnet™ Participants, including Claims Processors or other third parties required for the operation and maintenance of CDHA-ACHDnet™. Subject to the foregoing, except as authorized or required by law, we will not collect, use or disclose your Personal Information without your consent. CDHA's privacy statement is available at http://www.cdha.ca/CDHA/Privacy_Terms.aspx.

13. Intellectual Property Ownership. CDHA alone shall own all right, title and interest, including all related intellectual property rights, in and to the CDHA-ACHDnet™, the Services, and any subsequent developments or improvements thereto. This Agreement provides you with a limited right to use the Services and does not constitute a sale nor does it convey to you any rights of ownership in or related to CDHA-ACHDnet™, its developments or improvements, or the intellectual property rights owned by CDHA. Any unauthorized use of the Service or the trade-marks, trade names, copyright or other intellectual property rights of CDHA or its licensors is strictly prohibited, and CDHA reserves the right to take such steps as it deems necessary, including without limitation taking legal action and automatically terminating your subscription, to enforce such rights.

14. Notice. CDHA may give notice by means of a general notice on CDHA-ACHDnet™, electronic mail to your e-mail address on record in CDHA's subscriber account information, or by written communication sent by first class mail or pre-paid post to your address on record in CDHA's subscriber account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by e-mail). You may give notice to CDHA, with such notice being deemed to be given when received by CDHA, at any time by: letter sent by confirmed facsimile to CDHA at the following fax number: 613 224-7283, confirmed e-mail delivery to the following e-mail address: info@cdha.ca or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to CDHA at the following address: 1122 Wellington Street West, Ottawa, Ontario, K1Y 2Y7.

15. Security. You are responsible for keeping information such as your username and password secure. The

security of your CDHA-ACHDnet™ account is primarily dependent upon your protection of your password. Therefore, you must not share your password with any third party for any reason. You hereby agree that you are personally responsible for all actions taken and transactions entered into using your password and you hereby release CDHA, its officers, directors, agents, subsidiaries, licensees, contractors and employees from any and all claims, demands and damages, both actual and consequential, of every kind and every nature arising out of or in any way connected with any unauthorized use of your password. If you believe that someone else has obtained access to your password, it is your responsibility to change it immediately by logging on to your account and changing your profile. Do not share your password with anyone. If you receive any type of e-mail or other communication requesting your password, you should treat this as suspicious and unauthorized, and contact us immediately.

- 16. Assignment.** This Agreement may not be assigned by you without the prior written approval of CDHA but may be assigned without your consent by CDHA to a parent organization or subsidiary or successor. Any purported assignment by you in violation of this section shall be void.
- 17. Jurisdiction.** This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein. The Parties hereby irrevocably agree to abide by to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement.
- 18. Entire Agreement.** This Agreement, together with any applicable order form, comprises the entire agreement between you and CDHA and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.
- 19. Relationship of the Parties.** No joint venture, partnership, employment or agency relationship exists between you and CDHA as a result of this Agreement.
- 20. Non-Waiver.** The failure of CDHA to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless specifically acknowledged and agreed to by CDHA in writing.
- 21. Severability.** If one or more provisions of this Agreement are found to be invalid or unenforceable, this Agreement shall not be rendered inoperative, rather the remaining provisions shall continue in full force and effect.