



## Membership Terms

### Please Read Carefully

**This discount program is NOT a dental insurance policy, health insurance policy, or a Medicare prescription drug plan and does not make payments directly to service providers.** Members are obligated to pay for all services. Members will receive discounts on dental services from participating providers and the discount range will vary on provider and dental services received. The program does not constitute minimum creditable coverage under Florida Law or the Affordable Health Care Act. Program is administered by ProActive Dental Solution, a partner of Narducci Dental Group, P.A., (T) 904.998.7000.

### Definitions

An “**adult member**” and /or “**adult addition**” is defined as any person being eighteen (18) years of age and older at time of enrollment.

A “**child member**” and /or “**child addition**” is defined as any person being seventeen (17) years of age and younger at time of enrollment. A primary child member (in the absence of and adult enrollee), shall be considered an “**individual**” in terms of the membership fees.

### Member Terms and Conditions

This program is **not insurance**. It is a discount membership program offered by ProActive Dental Solution. ProActive Dental Solution is not a licensed insurer, health maintenance organization, or other underwriter of dental health care services. Discounted providers are solely in the practice of dentistry and do not provide medical procedures.

The savings are based upon the provider’s normal fees. Actual savings will vary depending upon the location. Please verify services with each individual provider. The discount herein may not be used in conjunction with any other discount, coupon, voucher, promotion plan or program. All listed or quoted prices are subject to change without notice. Any procedures performed by an outside provider are not discounted. Discounts on professional services are not available where prohibited by law. Treatment may require more than one procedure listed in the treatment plan.

Providers are subject to change without notice. It is the Member’s responsibility to verify that the provider is a participating provider of ProActive Dental Solution. At any time, ProActive Dental Solution has the right to eliminate the provider from the provider network. In the event of the eliminated provider, you will need to select another provider.

Providers of ProActive Dental Solution are solely responsible for the professional advice and treatment

provided to Members and the ProActive Dental Solution disclaims any liability with respect to such matters. Services and service providers may change or be discontinued at any time without notice. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), or other statements or releases on or accompanying checks or other payments accepted by ProActive Dental Solution and any such notations shall have no legal effect.

### **Term**

The initial term of this agreement is one (1) year commencing on the effective date and shall automatically renew thereafter on a monthly basis, unless either party gives written notice of non-renewal (via mail or email) to the other at least thirty (30) business days, but no more than sixty (60) days prior to the expiration of the current term.

### **Due Date**

If you select to make monthly payments, please note your due date will be exactly one month from your enrollment date for a total of 12 months (i.e. You enrolled on January 15<sup>th</sup>, your monthly due date would be the 15<sup>th</sup> of each month). The same date will be used for all month-to-month memberships following a one (1) year initial term.

If you elect to pay the initial one (1) year term in full, the due date is the date of enrollment.

### **Payment Obligations**

On your **due date**, we will deduct your Automatic Pay Plan payment from the payment account you designated. Automatic payments will be debited from your bank account on the payment due date indicated on your pay plan agreement. This will occur even if you elect to make additional payments outside of the Automatic Payment, or request an Automatic Payment amount that is greater than your contracted payment amount. Your Automatic Payment Due date will be your contractual due date. If Automatic Payments cannot be established as requested, you will be contacted via the phone numbers provided on the application or by e-mail with a brief explanation of any issues. This may cause a delay in set up of your Automatic Payments. You will still be responsible to make payments until automatic payments have been established.

Check with your financial institution to determine if any additional charges for such a debit will apply to your account and ask how it will note descriptions of automatic debits on your statement. If the transaction is refused by your financial institution for any reason, including insufficient funds, closed account, or unauthorized account, we will not be able to process your payment. Your account may be subject to additional charges if your payment is rejected, reversed or refused by your financial institution.

If ProActive Dental Solution receives notice that your Deposit account has been closed or frozen, or is an invalid number, you may be assessed a fee which will be added to your next scheduled payment. You agree to pay all amounts due upon demand.

### **Changing Contractual Due Date**

Please contact ProActive Dental Solution with a written request to change the date of the contractual due date and/or Automatic Payment date.

### To Cancel Automatic Payments

ProActive Dental Solution must be notified at least 30 days prior to the applicable payment date by written notice. If the Automatic Payment is not cancelled in time, the system will still debit the payment from your Deposit account or be subject to a rate increase if Automatic Payments are cancelled.

### Cancellation

To cancel an Automatic Pay Plan withdrawal, you will need to notify us at least 30 business days before the transaction is scheduled to be made.

Your Automatic Pay Plan program enrollment will remain active and in effect unless we receive a cancellation notice thirty (30) days in advance of when the automatic payment is scheduled to be withdrawn. The **written** notice may be mailed to our office at 3545 St. Johns Bluff Road South, #352, Jacksonville, FL 32244 or emailed to [ndg@narduccidental.com](mailto:ndg@narduccidental.com). Every effort will be made to honor requests. Upon written request, automatic debit service will be cancelled as soon as possible.

If a Member terminates this agreement other than as above, or if ProActive Dental Solution terminates due to Member's breach (including nonpayment), Member shall pay ProActive Dental Solution the amount equal to the remaining payments of the one (1) year term at time of cancellation.

If Member no longer required services during a month-to-month period following an initial term then Member may terminate this agreement by providing thirty (30) -day prior written notice and paying all amounts due up to termination.

### Services Provided Under This Contract

Including but not limited to:

Periodontal Maintenance/ Prophylaxis: both services are covered at no additional charge when performed **six months apart within a qualifying active year of Membership, not to exceed two (2) services per active year of membership.** Member shall be responsible for all charges and fees exceeding this limitation.

Panoramic Radiographs: Is not a discounted service when performed on the same day as a Full Mouth Series of radiographs (procedure code D0210).

### Excluded Services:

Fluoride, Oral Cancer Screenings, Whitening products, and other products offered by the provider's office for purchase are not covered by the Proactive Dental Solution Dental Discount Membership, such may be purchased at fees determined by the provider.

### Unauthorized Use

If you think your account has been accessed without your permission, contact us immediately by calling or writing us at our telephone number. You should also contact your financial institution. Call us immediately if any unauthorized payments appear on your bank account statement.

### Confidentiality

We may share information we collect about you, except credit bureau information, with outside companies that are assisting us with servicing your account. Our agreements with these outside companies (service providers) require that they protect this information; they are only to use it to carry out the services they are performing for us.

### **Waiver of Rights**

We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine.

### **Disputes, Arbitration, Jury Trial and Class Action Waiver**

Except for claims by Proactive Dental Solution for collection of its fees, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Member acknowledges the service ProActive Dental Solution provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefore. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR OTHERWISE. Any action (including arbitration) by Member against ProActive Dental Solution whether related to this Agreement or any prior Agreement, must be brought within 1 year of the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by ProActive to the Member and governed by the laws of the state. Member shall notify ProActive Dental Solution in writing of any alleged breach by ProActive Dental Solution of this Agreement and allow Proactive Dental Solution at least 10 business days to cure the same. If any proceeding is brought by Proactive Dental Solution in connection with this Agreement ProActive Dental Solution shall be entitled to recovery its legal fees and costs leading up to the and incurred in that action in addition to any other relief to which it may be entitled. ProActive Dental Solution shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to ProActive Dental Solution by Member, regardless of the recovery sought. This paragraph and Member's representations, warranties, and indemnification shall survive termination of the Agreement.