On behalf of yourself and your dependents, if applicable, the following are the terms and conditions of membership. By submitting your enrollment request form, you acknowledge that you have read (on your own behalf and on behalf of your enrolled dependents) the following terms and conditions:

TERMS AND CONDITIONS

1. General

a. The Henderson PC Membership Program is governed by the following terms and conditions. All the individuals purchasing memberships with Henderson PC should understand these terms and conditions. Applicants are required to accept these terms and conditions before purchasing a membership and receiving its benefits. Henderson PC reserves the right to make changes to these terms and conditions at any time.

2. Membership Policy

- a. Only applications completed and paid in full will be granted membership.
- b. Henderson PC reserves the right to verify the details submitted to obtain membership. Applications may be declined if details submitted are inaccurate or incomplete.
- c. Memberships include coverage for the applicant only. Membership privileges do not extend to family members. Photo identification will be required when visiting Henderson PC to verify the identity of a person possessing a Henderson PC membership.
- d. Henderson PC has the right to cancel memberships before the duration stipulated if unauthorized users are utilizing the membership. A refund will not be given.
- e. You must be at least 18 years old to submit an application for membership with Henderson PC. Parents can submit an application on the behalf of a child up to age of 18 or a membership can be purchased as a gift for another person.
- f. A new patient can sign up for membership. The patient will be responsible for the difference between the comprehensive exam and FMX/Panorex—(see 4.d for explanation).
- g. You cannot utilize the Henderson PC Membership if you have any dental insurance plan or any dental insurance coverage. It cannot be used as a secondary membership to any insurance plan. The Henderson PC membership cannot be used in addition or in conjunction to any discount plan.
- h. You must be the legal owner of the credit card being used to make payment for a membership.
- i. Your receipt of an electronic confirmation or other form of confirmation does not signify our acceptance of your application. Henderson PC reserves the right at any time after the receipt of the application to accept or decline for any reason. Henderson PC may require additional verification or information before granting a membership.
- j. Henderson PC does not suspend or "freeze" memberships. Memberships are non-refundable and begin the date of payment and end the last day of the month anniversary date is reached.

- k. Any unused balance from the membership is the property of the practice and can only be used toward treatment, not toward another membership.
- I. The member agrees and understands that they are entering into a binding contract by accepting the Terms and Conditions.

3. Membership Responsibilities

- a. Applicants are responsible for ensuring that all application details provided to Henderson PC are correct.
- b. Members must ensure that they inform Henderson PC that they are a member when making an appointment. We reserve the right to ask for photo ID when processing your transactions.
- c. Members must agree that they will not allow any use of Membership by third parties.

4. Fee Schedule

- a. Henderson PC will provide a fee schedule for cost of services and membership savings.
- b. Each member is entitled to receive discounts on specified services when using Henderson PC. Members are entitled to receive certain dental services from Henderson PC providers at predetermined rates and for a percentage discount off the normal retail prices for such dental services. Members must pay the Provider directly at the time of service unless otherwise agreed upon between Henderson PC and the Member.
- c. The Henderson PC Fee Schedule is subject to change without notice. Fees quoted are only good for 90 days.
- d. Every 3 years we will update a patients radiograph with either a Full Mouth Series or Panoramic x-ray. A Comprehensive exam is billed out with either of those x-rays as the exam is more extensive. Henderson PC will adjust off the difference of the Full Mouth/Pano for the bite-wing x-rays. The Comprehensive exam will be adjusted also for the periodic exam difference. Patients will be responsible for the difference.

5. Payment Terms

- a. Memberships will last for twelve months from the date of payment.
- b. Memberships will be based on individual coverage.
- c. Credit Cards may be used to pay for memberships.
- d. Care Credit- how allowed:
 - a. Cannot be used for membership fee.
 - b. Can be used for services over \$200 & using interest- free option.
 - i. <u>However</u>, with Care Credit, member only entitled to <u>10% courtesy off</u> standard treatment fee.
- e. Henderson PC does not issue membership until successful payment has been confirmed.
- f. Henderson PC will have the right to refuse or cancel any applications for memberships at the incorrect price in the event a membership is listed at an incorrect price or with incorrect information due to a typographical error in pricing or product information.
- g. Henderson PC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card is charged. Henderson PC shall immediately issue a credit to your account in the amount of the charge if your credit card has already been charged for the purchase and your order is cancelled.

h. Henderson PC may also accept other methods of payment at their discretion. These may include payment over the phone, direct deposits, checks, and money orders. Henderson PC is under no obligation to accept payment by these alternate methods. Please contact Henderson PC for payment alternatives.

6. Membership Renewal

- a. Henderson PC may, but is not required to, give notice via mail, email, or telephone that your membership will be expiring, prior to the expiration date identified in your membership confirmation.
- b. It is the responsibility of the members to supply Henderson PC with current payment information to process a membership renewal without a lapse in membership.
- c. In any event, it is the responsibility of the member to ensure that Henderson PC has received payment for membership prior to the expiration date, which will be one year and to the end of the month that the membership was begun. Henderson PC is not responsible and assumes no liability to any member for failure to provide Henderson PC with current payment information for membership renewal.

7. Privacy/Security Matters

- a. Henderson PC may need to collect certain personal information from the individuals in order to grant memberships. Henderson PC may contact you to ascertain particulars that would improve the services provided to members. Memberships will not be granted without this information.
- Henderson PC will not disclose your information to third parties. Information may be used in order to improve services provided to members and visitors to the Henderson PC website.
 References can be made to the Henderson PC Privacy Policy for a detailed explanation of the use of personal information.

8. Other Websites

- a. Henderson PC makes no representations or warranties about any other website that you may access through the Henderson PC site.
- b. Please be aware when accessing a website other than Henderson PC that it is independent from the Henderson PC site and Henderson PC has no control over the content of that website.
- c. Henderson PC does not endorse or accept any responsibility for the content or use of any third party website linked from the Henderson PC website.

9. Governing Law

a. There Terms and your dealings with Henderson PC are subject to the laws of New York State.

10. Disclosures

a. This MEMBERSHIP PLAN IS NOT INSURANCE. Henderson PC is not an insurance provider and no membership benefits are in the form of any insurance coverage. If you have any questions regarding your insurance, please contact your insurance provider directly.

- b. This membership plan only provides discounts for certain dental services provided by Henderson PC. This does not include goods or products purchased at Henderson PC.
- c. Members are required to pay for all dental services on the day the services are provided, but may receive a courtesy on certain services as contemplated by the membership terms and conditions.
- d. If you have any questions regarding Henderson PC membership, please contact the staff at 315-682-2466.

11. Limitations and Exclusions

- a. Non-compliance with recommended course of treatment.
- b. Services which in the opinion of the attending dentist are neither necessary nor recommended for the patient's health.
- c. Oral surgery requiring the setting of fractures or dislocations.
- d. Treatment of malignancies, cysts or neoplasms or congenital malformations, except congenital anomaly of a tooth or teeth covered from birth.
- e. Hospital benefits for any dental procedure.
- f. Loss or theft of dentures or bridgework.
- g. General anesthesia.
- h. Services for injuries or conditions which are covered under Worker's Compensation or Employers Liability laws. Services which are provided without cost to the member by any municipality, county or other political subdivision.
- i. Services that cannot be performed because of the general health, physical or psychological limitations of the patient.
- j. Periodontics, endodontics, oral surgery, orthodontics, pedodontics, or other procedures requiring the services of non-participating dentist.
- 12. The terms and conditions of the Membership Agreement as well as the gregorywmohr.com Terms of Use, govern the dental plan or dental program that you are purchasing through your submission of the enrollment form. All members subscribing to this plan should read this Agreement and the incorporated terms of use and communicate any questions that may arise to a Henderson PC representative at:

By phone: 315-682-2466

Email: office@gregorywmohr.com

By mail: Jason D. Henderson, DDS PC
8179 Cazenovia Road

Manlius, NY 13104

Details:

Member Benefits

- No Maximum
- No deductible
- No waiting period

Included with Annual membership:

- 2 dental cleanings
- 2 periodic exams
- 1 set of bitewing x-rays

Additional Benefits:

- 20% off all other services
- Comprehensive care
- No denials from Insurance Co.
- No need for pre-determinations