



**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  
66 Dundas Street East  
Belleville, Ontario K8N 1C1

Email: [dacnetedi@gmail.com](mailto:dacnetedi@gmail.com)  
Fax: 613-902-2840

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

[dacnet@cda-adc.ca](mailto:dacnet@cda-adc.ca)  
1-877-8DACnet  
(1-877-832-2638)

Sincerely yours,

DACnet Administration  
THE DENTURIST ASSOCIATION OF CANADA  
Telephone: 613-968-9467 / 1-877-538-3123  
Fax: 613-902-2840  
Email: [dacnetedi@gmail.com](mailto:dacnetedi@gmail.com)



# **DACnet™ SUBSCRIPTION AGREEMENT (v1.0)**

## **Introduction**

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### **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 The DAC. It balances your interests as an individual dentist with the interests of the profession as a whole - as represented by The 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)**

1<sup>st</sup> year (start-up year) –

The DAC Member\* - \$350.00 CDN plus 5% GST (13% HST in Ontario / 15% HST in New Brunswick, Newfoundland, Nova Scotia and PEI)

Non-Member - \$850.00 CDN plus 5% GST (13% HST in Ontario / 15% HST in New Brunswick, Newfoundland, Nova Scotia and PEI)

Subsequent years –

The DAC Member\* - \$150.00 CDN plus 5% GST (13% HST in Ontario / 15% HST in New Brunswick, Newfoundland, Nova Scotia and PEI)

Non-Member - \$650.00 CDN plus 5% GST (13% HST in Ontario / 15% HST in New Brunswick, Newfoundland, Nova Scotia and PEI)

\*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, fax or email the entire Subscriber Identification Section, with payment, to:**

**DACnet™**  
**66 Dundas Street East**  
**Belleville, Ontario K8N 1C1**  
**Canada**  
**Tel.: 613-968-9467 / 1-877-538-3123**  
**Fax: 613-902-2840**  
**Email: dacnetedi@gmail.com**

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:  
dacnet@cda-adc.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 The DAC.

“DACnet™ Participant” means any person (other than you) or entity authorized by The 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 The 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 The 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 The 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 The DAC; (iv) that the response to any request submitted by you through DACnet™ is not the responsibility of The DAC; and (v) that The 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. The 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 The DAC, nor any DACnet™ Participant, makes any warranty that DACnet™ will be uninterrupted, timely, secure or error free; nor does The 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 The 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, The 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 The 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 The DAC and all DACnet™ Participants, and shall survive termination of this Subscription Agreement.

**10. Indemnity.** You agree to indemnify and hold The 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 The 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 The DAC.



**SUBSCRIBER IDENTIFICATION**

**PLEASE COMPLETE THIS FORM LEGIBLY AND IN FULL**

*This information will allow The 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\*: \_\_\_\_\_ \*

Please indicate language of choice: English  French

Is your software system currently sending DACnet™ claims for another Denturist or Denturists, or will you be sending DACnet™ claims for another Denturist or Denturists? YES  NO

If **YES**, please provide the 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.

I am a member of my Provincial Association: YES  NO

If **YES**, please indicate which Provincial Association of The DAC:  
\_\_\_\_\_

## SUBSCRIPTION FEE

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

### **1<sup>st</sup> year (start-up year) –**

The DAC Member\* - \$350.00 CDN plus GST/HST  
Non-Member - \$850.00 CDN plus GST/HST

### **Subsequent years –**

The DAC Member\* - \$150.00 CDN plus GST/HST  
Non-Member - \$650.00 CDN plus GST/HST

<b>Provincial GST/HST Table</b>	
Alberta, British Columbia, Manitoba, North West Territories, Nunavut, Saskatchewan, Quebec & Yukon	5%
Ontario	13%
New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island	15%

\* 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

<b>Registration Year</b>	<b>Principle Cost</b>	<b>GST/HST</b>	<b>Total</b>	<b>Payment Enclosed</b>
The DAC Member*	\$350.00			
Non-Member	\$850.00			

<b>Renewal Year</b>	<b>Principle Cost</b>	<b>GST/HST</b>	<b>Total</b>	<b>Payment Enclosed</b>
The DAC Member*	\$150.00			
Non-Member	\$650.00			

- 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™**  
66 Dundas Street East  
Belleville, Ontario K8N 1C1  
Telephone: 613-968-9467 / 1-877-538-3123  
Fax: 613-902-2840  
Email: [dacnetedi@gmail.com](mailto:dacnetedi@gmail.com)