

## **Dental Claims Academy Participation Agreement**

This Dental Claims Academy Participation Agreement (“Agreement”) governs the terms and conditions for participation by the Participant, identified below (“Participant”), in the Dental Claims Academy (“Program”) created by Dental ClaimSupport Management (“Company”).

### **1. The Program**

The Program consists of a range of courses, created to educate dental practices on everything from dental anatomy, to CDT dental coding, to best insurance billing practices. The Program will run for a twelve-month period starting on the Program Start Date (“Program Start Date”) through the Program End Date (“Program End Date”). The Program Start Date is defined as the first day the Company provides Participant access to the Program. The Program will run month to month should the Participant purchase a monthly membership.

### **2. Program Fee and Payment Schedule**

#### **a. Program Fee**

The Fee for the Program is \$4,999 if Participant pays in full at time of signing this Agreement or \$499/month if Participant chooses the monthly option (“Program Fee”). The Program Fee includes:

- Access to online portal of pre-recorded webinars;
- Access to online portal of administration courses;
- Access to online portal or insurance billing courses;
- Access to private DCA community group for Program participants;
- Access to CE credits through the membership

#### **b. For Participants Paying in Full**

Within two (2) calendar days of being notified by Company of acceptance into the Program, Participant must return a signed copy of this Agreement and pay the Program Fee of \$4,999. Failure to return a signed copy of this Agreement and pay the Program Fee by the foregoing deadline will result in Participant forfeiting his/her admission into the Program.

#### **c. For Participants selecting the Monthly option**

Within two (2) calendar days of being notified by Company of acceptance into the Program, Participant must return a signed copy of this Agreement and make an Initial Payment of \$499 to the Company (“Initial Payment”). Failure to return a signed copy of this Agreement and pay the Initial Payment by the foregoing deadline will result in Participant forfeiting his/her admission into the Program. The monthly fee of \$499 will be automatically charged to the credit card on file, on the same day of every month following the “Initial Payment”, as long as the Participant

remains in the Program and agrees to keep this information current with the Company. If any payment is insufficient or declined for any reason, Company may remove Participant from the Program and shall have no liability in that regard.

#### **d. No Refunds**

Refunds of the Program Fee are not available. Participant agrees to make timely and full payments of the Program Fee to the Company if Participant is to remain a member of the Program

### **3. Participant's Conduct**

Participant assumes all risk and/or liability that may arise or be incurred while participating in this Program. Participant agrees to conduct him/herself in a dignified and professional manner and shall not engage in any activity that is detrimental to the health, safety and welfare of other Program participants and attendees in the community. Participant acknowledges and agrees that Company reserves the right to remove Participant from the Program, without reimbursement, if Company, in its sole discretion, determines that Participant's behavior creates a disruption or hinders the Program or the enjoyment of the Program by other Participants. The Program may only be accessed by the Participant - the individual who is the customer on record with the Company. The Program, including any usernames, passwords, discount codes, content, materials, other resources may only be used by Participant as permitted herein and may not be sold or distributed without the Company's express written consent.

### **4. Confidentiality**

Participant understands that given the community format of this program, information provided or shared with the Company or other participants, whether in the form of comments, discussions in Program related forums, coaching calls, webcasts, or otherwise are not confidential.

### **5. No Lifetime Access**

Participant understands that his/her enrollment in the Program is for a period of twelve (12) months, or monthly, depending on the option chosen. Participant will not have access to the Program and its content after the Program End Date, or if yearly or monthly subscription is not renewed and paid for in full.

### **6. Live Training Terms and Conditions**

Any Participant whom does attend or whom will be attending live training sessions offered by Company understands and acknowledges that (1) Company may require access to Participant's computer in order to adequately provide live training; and (2) that certain information may be shared by and between Participant and Company in order to effectuate the training. This information may consist of, by way of example only, patient demographics, EOB and related

information, claim status and details, etc. Participant agrees to maintain the privacy of any and all protected health information. Participant also agrees to conduct himself/herself/themselves in a professional manner and not to undertake any behavior which may be offensive to others or disruptive to the training process.

## **7. HIPAA**

Participant agrees that no individual's protected health information or other information protected from disclosure under HIPAA or other federal or state law or regulation will be shared by Participant as a result of Participant's engagement in the Program. Participant agrees to indemnify, defend and hold harmless Dental ClaimSupport Management LLC and its owners, members, employees, successors and assigns from and against any claims of third parties that disclosure of protected health information has occurred (or similar claim) as a result of participation in the Program.

## **8. Release**

Participant agrees that the Company may use any written statements, testimonials, images, audio recordings or video recordings of Participant obtained while enrolled in the Program through the community forum, record trainings, or other communication. This includes any content Participant may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Participant's participation in the Program. Participant waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Participant waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Participant, their heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of the Participant's estates have or may have by reason of this authorization.

## **9. Intellectual Property**

All intellectual property rights in and to the Program, the Program content, and all materials distributed at or in connection with the Program are owned by the Company or the Company partners presenting during the course of the Program. Participant will not use or reproduce or allow anyone to use or reproduce such content or materials displayed, distributed or provided in connection with the Program for any reason without the prior written permission of the Company. Participants will not use any of the Program content or materials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program for any purpose other than exercising rights expressly granted to Participant by this Agreement.

## **10. Disclaimer of Warranties**

The Company gives no warranties with respect to any aspect of the Program or any materials related thereto or offered in connection with the Program and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. Participant accepts and agrees that he/she is fully responsible for his/her progress through the Program and results, and that Company offers no representations, warranties or guarantees verbally or in writing regarding Participant's future earnings, business profits, customer growth, or results of any kind. The Company does not guarantee that Participant will achieve any results using any of the ideas, tools, strategies or recommendations presented at the Program, and nothing in the Program is a promise or guarantee to Participant of such results. Any examples of income earned by others or testimonials about this Program are not meant as a promise or guarantee of Participant's own earnings or success.

## **11. Force Majeure**

A party shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Upon occurrence of any force majeure event, the party relying upon this provision shall give written notice to the other party of its inability to perform or of delay in completing its obligations.

## **12. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia, as such laws are applied to agreements entered into and to be performed entirely within Georgia between Georgia residents.

## **13. Entire Agreement: Waiver**

This Agreement constitutes the entire agreement between Participant and the Company and supersedes all prior and contemporaneous agreements, representations, and understandings between the Parties. No waiver of any of the provisions of the Agreement by Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Company.

## **14. Effect of Headings**

The subject headings of the paragraphs of the Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

## 15. Severability

If any term, provision, covenant, or condition of the Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE.

**Participant Name (print):** \_\_\_\_\_

**Participant Email Address:** \_\_\_\_\_

**Participant Mailing Address:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_