

DentiCare OrthoEngage Provider Service Agreement Terms of Use – Australian Orthodontic Practices

This Agreement is to ensure the parties engaged in working together under this Agreement understand the function and application of the DentiCare Service, as well as each party understanding their responsibilities and obligations in the business relationship. If you have any questions in relation to these terms and conditions, please contact DentiCare at providerrelations@denticarepaymentplans.com.au or call 1300 633 472 to speak with your DentiCare support specialist. Any advice provided by DentiCare and its agents or employees is general in nature and you should seek independent legal advice regarding your rights and obligations under this Agreement.

1.0 Summary

- 1.1 The DentiCare Service allows You, the Provider, to engage and offer your Responsible Parties, Clients, Customers or Patients by way of DentiCare's online or offline portals and SaaS platforms, the ability to agree to purchase your services and agree to pay any amounts owed to you, in-full payments and deposit payments owed to you and/or the debt owed to You for the provision of Orthodontic services in regular instalments over a period of time. This is achieved by You giving DentiCare the right to receive or directly facilitate payments and instalments payable by your Responsible Parties, Clients, Customers or Patients and in consideration DentiCare will owe a debt equal to this amount to You which will be payable by DentiCare to You in accordance with the terms and conditions of this Agreement. The invoice or debt owed by your Responsible Parties, Clients, Customers or Patients to You is not assigned or transferred to DentiCare. DentiCare offers multiple Payment Plan services, SaaS subscription services and invoice factoring services subject to the terms and conditions set out in this Agreement:
- 1.1.1 SmileNow – a buy now, pay later option for Payment Plans, where DentiCare pays the Provider the Payment Plan amount as a single payment as set out in the Provider Payment Schedule;
 - 1.1.2 DentiCare Connect – for Payment Plans with no Payment Assurance; and
 - 1.1.3 DentiCare Plus - for Payment Plans where Payment Assurance applies.
 - 1.1.4 OrthoEngage – SaaS platform including (and not limited to) CRM, documentation, consent forms, treatment agreements, lead tracking, analytics engagement platform.
 - 1.1.5 DentiCare SmartPay – an invoice factoring service for the delayed payment of supplier invoices.
- 1.2 For DentiCare Connect and DentiCare Plus, DentiCare will then manage and collect the repayment of the debt owed by the Responsible Party in accordance with the Payment Plan and, as these repayments are received from the Responsible Party and retained by DentiCare, DentiCare will make corresponding payments to You in accordance with the Provider Payment Schedule in satisfaction of the debt owed by DentiCare to You (less any applicable DentiCare Service Fees, as set out in this Agreement).
- 1.3 Upon termination of the DentiCare Service, if a Payment Plan remains in place and/or DentiCare ceases to be, and You become entitled to amounts payable by a Responsible Party, with the quantum and frequency of such amounts to be payable as set out in the applicable Payment Plan, in consideration for the discharge, and in full and final settlement, of the remaining debt owed by DentiCare to You (being an amount equal to the amounts payable by the Responsible Party).

2.0 Description of the DentiCare & OrthoEngage Service

- 2.1 The DentiCare Service is a payments, collections, SaaS platform and managed service facilitating individual or recurring debit and credit transactions for bank accounts, debit card accounts and credit card accounts.
- 2.2 DentiCare will provide a service by debiting or collecting payments from a Responsible Party and, in turn, DentiCare will, for DentiCare Connect and DentiCare Plus, make payments to the Provider in accordance with the terms of this Agreement.
- 2.3 Subject to clause 13.0 (if applicable) and excluding SmileNow Payment Plans, DentiCare is not liable under this Agreement or as part of the DentiCare Service to make payments to a Provider unless equivalent payments are first made by a Responsible Party to DentiCare and DentiCare does not guarantee the Responsible Party's obligation to make payments. Subject to clause 13.0 (if applicable), You release DentiCare from any obligation to pay the debt owed by DentiCare to You in relation to a Responsible Party (and which corresponds to that Responsible Party's Payment Plan), to the extent the Debt is not paid by, or on behalf of, the Responsible Party to DentiCare.
- 2.4 The DentiCare Service and OrthoEngage Software as a Service will be provided, administered, and managed by digital solutions such as online portals, tablet and mobile applications and/or emails as directed by DentiCare. See Schedule 1 DentiCare Portal & OrthoEngage SaaS Platform Terms of Use.

- 2.5 The DentiCare Service may change from time to time due to circumstances including market conditions or requirements, technological or operational requirements, third party payments platform compliance or regulatory and legal compliance to provide the DentiCare Service effectively. If changes to the DentiCare Service are made (other than changes to which clause 10.0 relates), you will be given prior written notice of any change in accordance with clause 24.4 and you may terminate this Agreement in accordance with clause 24.5.
- 2.6 If You enter into an invoice factoring agreement or accept an invoice factoring arrangement between a DentiCare SmartPay Provider and DentiCare, You further authorise DentiCare to direct debit Your nominated bank account with the amount of any DentiCare SmartPay Provider invoice properly issued to You in accordance with the terms of that factoring agreement or arrangement.

3.0 DentiCare Provider Account

- 3.1 A Provider Account will be established for each company, individual or trustee and/or each Orthodontic Practice location and/or Orthodontic practitioner as determined by DentiCare in order to provide the DentiCare Services to You and your Responsible Parties, Clients, Customers or Patients
- 3.2 Each Provider Account is subject to the Service Fees relevant to a Provider's selected services and account tier level.
- 3.3 Each Provider Account is subject to the terms and conditions of this Agreement.

4.0 Representations and Warranties

By entering into this Agreement, you represent and warrant that:

- 4.1 If entering into this Agreement as a company, you validly exist under the laws of your place of incorporation or registration.
- 4.2 If entering into this Agreement as an individual, trustee, or as an authorised representative, you have full power and authority to enter into and perform your obligations under this Agreement.
- 4.3 You hold all qualifications, authorisations and licenses required by law to conduct your business and provide your products and services to your Patients and customers.
- 4.4 You will provide to DentiCare any documentation or evidence to validate your identity, business and/or company structure including beneficial owners and/or any other beneficiaries.
- 4.5 If entering into this Agreement as a company (or as the authorised representative of a company) you are not currently or are not likely to be declared insolvent or bankrupt, and, if in the event you do become insolvent or bankrupt you will notify DentiCare within 48 hours.
- 4.6 If entering into this Agreement as an individual, you are not currently or are not likely to be declared bankrupt, and, if in the event you do become bankrupt you will notify DentiCare within 48 hours.
- 4.7 You will comply with, and provide DentiCare with all documents required to allow DentiCare to comply with, all relevant anti-corruption, anti-bribery, anti-money laundering and counter-terrorism financing laws and regulations.

5.0 Engagement and Term

- 5.1 By becoming a Provider you agree to appoint and retain DentiCare as your payment service provider in respect to ongoing DentiCare initiated direct debit and/or push payment Payment Plans, subject to the terms and conditions of this Agreement.
- 5.2 This Agreement will commence on the date your Provider Account is established (following validation of your provider registration form).
- 5.3 You agree that your Provider Account will be reviewed by DentiCare annually for the purpose of ensuring compliance with this Agreement and you agree to provide information reasonably requested by DentiCare to facilitate such review.

6.0 DentiCare Payment Plans

- 6.1 The commencement of a DentiCare Payment Plan (and DentiCare's entitlement to receive payments made under the Payment Plan and incurrence of a debt to You of the equivalent amount under this Agreement) is subject to the payment of any deposit amount required under clause 9.0 and payment of the applicable Service Fee for that DentiCare Payment Plan.
- 6.2 By becoming a Provider under a DentiCare Payment Plan You:

- 6.2.1 agree to grant DentiCare the right to receive payments by a Responsible Party of amounts owing to You, when a new DentiCare Payment Plan is initiated, and acknowledge that such payments will be made in the amounts and frequency as set out in a Payment Plan. The amount owing to You by the Responsible Party, which will be the same as the amounts payable in accordance with the applicable Payment Plan, will be equal to the Treatment Fee less the Deposit;
 - 6.2.2 acknowledge that DentiCare will pay to You an amount equal to the amounts payable under a Payment Plan (to which DentiCare is entitled) in accordance with, and subject to, the terms of this Agreement;
 - 6.2.3 warrant that You have the right to grant DentiCare the entitlement to receive payments made by a Responsible Party of an amount owing to You;
 - 6.2.4 warrant that You have instructed the Responsible Party to pay to DentiCare the amounts owing to You;
 - 6.2.5 irrevocably appoint any director of DentiCare as your agent and attorney to do anything on your behalf that You are required to do, but fail to do, under this clause, including the power for any director of DentiCare on behalf of You to sign all necessary documents required and issue any notices required to enable DentiCare to receive payments by a Responsible Party of amounts owing to You in accordance with this clause;
 - 6.2.6 acknowledge that DentiCare will enter into a Payment Plan with a Responsible Party which sets out the frequency and quantum of amounts payable by a Responsible Party;
 - 6.2.7 declare that You are bound by, and will ratify and confirm, anything done by any director of DentiCare under this power of attorney; and
 - 6.2.8 declare that this power of attorney is given for valuable consideration and is irrevocable.
- 6.3 When You grant DentiCare the entitlement to receive payments by a Responsible Party of amounts owing to You, DentiCare acknowledges that it owes a debt equal to the amount of such payments to You, which is payable in accordance with, and subject to, the terms of this Agreement.
- 6.4 Payment Plans will be managed by way of direct debit request in accordance with the Australian Payments Network Bulk Electronic Clearing System or New Payments Platform or by way of direct debit authorisation in accordance with the Reserve Bank of Australia Credit Cards Regulatory Framework and Payment Card Industry Security Standards Council.
- 6.5 You, as a Provider, acknowledge that Payment Plans:
- 6.5.1 are subject to the DentiCare Direct Debit Request Service Agreement, Direct Debit Authorisation and the DentiCare Payment Plan agreement;
 - 6.5.2 are to be established by way of digital document format, digital application or detailed voice recording as directed by DentiCare; and
 - 6.5.3 will only be established when completed in full and containing accurate valid Responsible Party details and accurate valid bank account, debit card account or credit card account details.
- 6.6 You, as a Provider, acknowledge that:
- 6.6.1 the Provider and Responsible Party for payments are the initiating parties of a Payment Plan and it is the responsibility of the Provider and Responsible Party to provide accurate and valid details within a Payment Plan application.
 - 6.6.2 a Payment Plan application containing inaccurate or invalid details will be declined or placed in pending status and the Provider and/or Responsible Party will be required to provide accurate and valid details.
 - 6.6.3 DentiCare will, when required, make contact and communicate with a Provider and Responsible Party to clarify, validate or update any of the details within a Payment Plan.
 - 6.6.4 Treatment Information may be required to provide the DentiCare Service including but not limited to treatment and/or payment dispute resolution, treatment provided to date or completed treatment information, and if required you agree to provide DentiCare the Treatment Information.
 - 6.6.5 a third-party consumer credit product (excluding credit cards) or third-party consumer buy now pay later products cannot be used in conjunction with a Payment Plan (i.e. a loan to pay a deposit).

- 6.6.6 the DentiCare Direct Debit Request Service Agreement or Direct Debit Authorisation and DentiCare Payment Plan agreement are confidential agreements between DentiCare and the Responsible Party for payments as detailed within each Payment Plan.
- 6.6.7 the details within a Payment Plan cannot be used by you or any other person, company or institution, and any transaction conducted by you or any other person, company or institution using the details within a Payment Plan will constitute a breach of this Agreement.
- 6.6.8 a Responsible Party may only enter into one Payment Plan per treatment at any given time except when approved by DentiCare.
- 6.6.9 in the event a Responsible Party is approved to enter into more than one Payment Plan an affordability assessment may be required prior to processing an additional Payment Plan.
- 6.6.10 in the event a Responsible Party or any other person makes a payment to you in relation to a Payment Plan, you are required to notify DentiCare in writing immediately and provide details to ensure the DentiCare Payment Plan amounts balance. For clarity, such payments will be treated as a payment of the debt owed by DentiCare to You (as Provider) and the Provider Payment Schedule will be adjusted accordingly.
- 6.6.11 Payment Plans cannot be altered in the first 90-day period by a Provider or Responsible Party other than by way of amendment application submission by the Provider, and if a Payment Plan is amended the Service Fees will apply to the Provider and/or Responsible Party.
- 6.6.12 in the event a Responsible Party is unable to honour their financial commitment and make payments as per their Payment Plan schedule, financial assistance may be provided to the Responsible Party at the discretion of DentiCare and financial assistance fees and charges will apply.

6.7 DentiCare reserves its rights to reject any Payment Plan if it does not comply with all or any of the DentiCare agreements or terms and conditions.

7.0 Payment Plan Amounts

- 7.1 Clauses 7.2 to 7.8 apply to DentiCare Connect and DentiCare Plus Payment Plans.
- 7.2 The total Payment Plan Amount for a Payment Plan is limited to the Maximum Amount.
- 7.3 A total Payment Plan Amount for a Payment Plan is limited to the Minimum Amount.
- 7.4 A monthly Payment Plan Amount for a Payment Plan is limited to a maximum of the Maximum Monthly Amount per month and includes aggregated weekly and fortnightly amounts.
- 7.5 A monthly Payment Plan Amount for a Payment Plan is limited to a minimum of the Minimum Monthly Amount per month and includes aggregated weekly and fortnightly amounts.
- 7.6 Payment Plan Amounts will be subject to weekly, fortnightly and monthly debiting frequency requirements as directed by DentiCare.
- 7.7 DentiCare may vary, decrease or increase, Payment Plan Amounts for a Payment Plan in accordance with the terms of that Payment Plan and, if so, the applicable Provider Payment Schedule may be correspondingly adjusted in which case You will be notified of such adjustment in writing.
- 7.8 The Maximum Amount, Minimum Amount, Maximum Monthly Amount, Minimum Monthly Amount for Payment Plan may be revised by DentiCare by giving You at least sixty (60) days' prior written notice (including, without limitation, by issuing a revised Service Fees and Payment Plan Parameters Annexure). Without limiting clause 7.7, any revised Maximum Amount, Minimum Amount, Maximum Monthly Amount or Minimum Monthly Amount will apply to Payment Plans entered into upon expiration of the notice period specified by DentiCare.
- 7.9 For SmileNow Payment Plans:
 - 7.9.1 the total Payment Plan Amount for a Payment Plan is limited to the Maximum SmileNow Amount;
 - 7.9.2 the total Payment Plan Amount for a Payment Plan is limited to the Minimum SmileNow Amount
 - 7.9.3 the total Payment Plan Amount will be paid as a single payment to the Provider as set out in the Provider Payment Schedule; and
 - 7.9.4 Payment Plan Amounts will be subject to weekly, fortnightly and monthly debiting frequency requirements as directed by DentiCare.
- 7.10 The Maximum SmileNow Amount and Minimum SmileNow Amount may be revised by DentiCare by giving You at thirty (30) days' prior written notice (including, without limitation, by issuing a revised Service Fees and Payment Plan

Parameters Annexure). Any revised Maximum SmileNow Amount or Minimum SmileNow Amount will apply to SmileNow Payment Plans entered into upon expiration of the notice period specified by DentiCare.

8.0 Payment Plan Term

- 8.1 A Payment Plan Term for a Payment Plan is limited to the Maximum Term.
- 8.2 A Payment Plan Term for a Payment Plan is limited to the Minimum Term.
- 8.3 Payment Plans with a total Payment Plan amount of the Minor Amount or less are limited to the Maximum Duration.
- 8.4 DentiCare may vary, decrease or increase, Payment Plan Terms and, if so, the applicable Provider Payment Schedule may be correspondingly adjusted in which case You will be notified in writing.
- 8.5 The Maximum Term, Minimum Term and Maximum Duration for Payment Plans, and the Minor Amount, may be revised by DentiCare by giving You at least sixty (60) days' prior written notice (including, without limitation, by issuing a revised Service Fees and Payment Plan Parameters Annexure). Without limiting clause 8.4, any revised Maximum Term, Minimum Term or Maximum Duration will apply to Payment Plans entered into upon expiration of the notice period specified by DentiCare.

9.0 Payment Plan Deposit Amount

- 9.1 This clause 9.0 only applies to DentiCare Connect and DentiCare Plus Payment Plans.
- 9.2 A Payment Plan Deposit may be required to be paid by a Responsible Party to DentiCare or the Provider, as directed by DentiCare, prior to the commencement of a Payment Plan.
- 9.3 Subject to clause 9.4, the Minimum Payment Plan Deposit may be required for Payment Plans for Orthodontic treatment.
- 9.4 Accepted payment methods for Payment Plan Deposits are limited to bank account direct debit transfers or debit/credit card payments to DentiCare or to the Provider.
- 9.5 Third party credit/finance solutions cannot be used to pay a Payment Plan Deposit.
- 9.6 Deposit advance funding and/or invoice factoring, provided by DentiCare or an authorised partner of DentiCare, may be used to pay a Payment Plan Deposit and may be subject to additional terms and conditions relative to the deposit advance funding or invoice factoring service.
- 9.7 DentiCare may vary, decrease or increase, the Minimum Payment Plan Deposit and, if so, You will be notified in writing.

10.0 Payment Plan Amendments

- 10.1 A Payment Plan amendment request is subject to the minimum and maximum terms, limitations and exclusions as outlined in clauses 6.0, 7.0, 8.0, & 9.0.
- 10.2 In the event a Payment Plan is in arrears a Payment Plan amendment increase request will be declined. Otherwise, a Payment Plan amendment request may be approved or declined by DentiCare in its absolute discretion.
- 10.3 Payment Plan amendments are subject to the applicable Service Fees.
- 10.4 If a Payment Plan is amended, the applicable Provider Payment Schedule may be correspondingly adjusted in which case You will be notified in writing.

11.0 Know Your Customer Requirements & Customer Affordability

- 11.1 As a Provider you acknowledge that DentiCare, subject to the rules and regulations set forth by ASIC & AUSTRAC, has a responsibility to appropriately identify each Responsible Party, Client, Customer or Patient entering into a DentiCare service or product and ensure valid details are provided to DentiCare.
- 11.2 As a Provider you acknowledge you have a responsibility to determine suitability and/or affordability for your treatment, services or products with each Responsible Party, Client, Customer or Patient.
- 11.3 DentiCare reserves the right to confirm or validate the identity and payment method details and/or assess and confirm affordability with any Responsible Party, Client, Customer or Patient, relative to any Payment Plan as part of the DentiCare service application process.

- 11.4 In the event a Deposit or an establishment/set up fee fails during the Payment Plan application process, DentiCare may decline the Payment Plan in part or in full and/or not apply the Payment Assurance.

12.0 Provider Payments

- 12.1 Notification of the Provider Payment Schedule for each Payment Plan, and of any changes to the Payment Plan schedule, will be provided to you by the Portal, or by email.
- 12.2 Provider Payments subject to DentiCare Plus and or DentiCare Plus combined with DentiCare Connect will be in monthly disbursement cycles including Payment Plans with a frequency of weekly or fortnightly debits, which will be aggregated and rounded to the monthly disbursement amount.
- 12.3 Payments to you subject to Clause 12.2, as nominated by you, will be made on one of the following payment cycles:
- 12.3.1 the 1st day of each month, or
 - 12.3.2 the 15th day of each month, or
 - 12.3.3 a combination of the 1st day of each month and the 15th day of each month, or
 - 12.3.4 daily, weekly, fortnightly or monthly subject to chosen DentiCare services.
- 12.4 Provider Payments subject to Clause 12.2 will be made when up to a 15 day period has elapsed between a scheduled Payment Plan debit date and a scheduled Payment Plan payment credit date.
- 12.5 Provider Payments subject to DentiCare Connect may be paid on the first available banking day in accordance with Clause 12.3.4.
- 12.6 Provider Payments subject to DentiCare SmileNow may be paid on the first available following Wednesday providing it is a banking day in accordance with Clause 12.3.4.
- 12.7 Upon each payment to you, Provider Payment remittance advice will be provided by the Portal by, or email.
- 12.8 In the event a scheduled Provider Payment falls on a non-banking day the payment will reschedule for the immediate next banking day.
- 12.9 In the event DentiCare overpays you for any reason (i.e. service or product not provided, technical error, etc) you are required to notify DentiCare and/or DentiCare will notify you and an overpayment correction notice may be issued to you and, if so, you authorise DentiCare to direct debit the relative funds from your bank account linked to your Provider Account. Alternatively, DentiCare may elect to offset an overpayment amount against any Provider Payment payable to You.

13.0 DentiCare Payment Assurance

- 13.1 This clause 13.0 only applies to DentiCare Plus Payment Plans.
- 13.2 Where the Payment Assurance applies, DentiCare agrees to make payments of its debt to You in accordance with the applicable Provider Payment Schedule, regardless of whether the Responsible Party has first made a payment to DentiCare under the corresponding Payment Plan.
- 13.3 The Payment Assurance, when applicable, is limited to the Maximum Assurance Amount for an individual Payment Plan.
- 13.4 The Payment Assurance will be applicable to a Payment Plan when:
- 13.4.1 You receive the DentiCare Plus service unless DentiCare notifies You that the Payment Assurance does not apply to a Payment Plan prior to the commencement of that Payment Plan (in which circumstance You can elect, by notifying DentiCare in writing, that DentiCare must not proceed with the Payment Plan);
 - 13.4.2 a Payment Plan is compliant with the DentiCare Direct Debit Request Service Agreement or Direct Debit Authorisation and the DentiCare Payment Plan agreement;
 - 13.4.3 a Payment Plan is submitted and processed to completion and Responsible Party and payment method details are validated and confirmed;
 - 13.4.4 the treatments, services or products or part thereof subject to the payment plans have been provided to a standard set by the Provider and relied upon by the Responsible Party; and
 - 13.4.5 the Provider and a Responsible Party are not in a dispute in relation to any payment relative to the supply of the Provider's treatment, services or products or the payment of any fees and charges.

- 13.5 The Payment Assurance applies to payments by DentiCare under the Provider Payment Schedule (as amended from time to time) corresponding with the applicable Responsible Party Payment Plan.
- 13.6 The Payment Assurance will no longer be applicable to a Payment Plan:
- 13.6.1 in the event of death, permanent incapacitation, personal insolvency under Part IX or Part X (as applicable) of the Bankruptcy Act 1966 (Cth) or bankruptcy of a Responsible Party for payments;
 - 13.6.2 where the Provider and a Responsible Party are in a dispute in relation to any payments relative to the supply of the Provider's treatment, services or products or the payment of any fees and charges;
 - 13.6.3 in the event a Provider does not provide relative treatment, services or products information to DentiCare for the purposes of assisting DentiCare to determine whether the Provider is complying with its obligations under this Agreement and/or whether the Responsible Party is complying with its obligations under its Payment Plan;
 - 13.6.4 in the event a Payment Plan is suspended pursuant to clauses 15.0, 17.0 or 19.0 for the duration of the suspension;
 - 13.6.5 if this Agreement is terminated under clause 23.0; or
 - 13.6.6 if You change from using the DentiCare Plus service to the DentiCare Connect service.
- 13.7 In the event the Payment Assurance is not applicable to a Payment Plan, DentiCare will only make a payment to You under a Provider Payment Schedule if DentiCare receives payment by the applicable Responsible Party under its Payment Plan.
- 13.8 If an event referred to in clause 13.6.1 occurs for a Responsible Party and subsequently a Payment Assurance payment is made in relation to that Responsible Party, You must repay any such Payment Assurance amount to DentiCare and You:
- 13.8.1 authorise DentiCare to direct debit Your nominated bank account for such amount;
 - 13.8.2 agree DentiCare may treat such amount as an overpayment to which clause 12.9 applies; and/or
 - 13.8.3 must pay such amount to DentiCare within 5 days of demand by DentiCare.
- 13.9 The Maximum Assurance Amount may be revised by DentiCare by giving You at least sixty (60) days' prior written notice (including, without limitation, by issuing a revised Service Fees and Payment Plan Parameters Annexure). Any revised Maximum Assurance Amount will apply to applicable Payment Plans entered into upon expiration of the notice period specified by DentiCare.

14.0 Service Fees

- 14.1 You, the Provider, acknowledge and agree that:
- 14.1.1 in exchange for DentiCare providing the DentiCare Service, you will pay DentiCare the Service Fees as outlined in the Service Fees and Payment Plan Parameters Annexure, registration form or any other document or communication outlining Service Fees.
 - 14.1.2 in exchange for DentiCare providing the DentiCare Service, DentiCare will charge the Provider's Responsible Party, Service Fees as outlined in the Service Fees and Payment Plan Parameters Annexure or any other document or communication outlining Service Fees.
- 14.2 You acknowledge that fees and charges owed to DentiCare by the Provider will be direct debited from the Provider's same nominated bank account used for Provider Payments.
- 14.3 In the alternative, to the extent You have any unpaid amounts owing to DentiCare, DentiCare may offset such amounts against any amounts owed by DentiCare to You.
- 14.4 You acknowledge that the Service Fees may be modified by DentiCare notice (including, without limitation, by issuing a revised Service Fees and Payment Plan Parameters Annexure) and if modified 60 days written notice will be provided to you in writing by email or the Portal. Any modifications to the Service Fees will apply to Payment Plans entered into upon expiration of the notice period specified by DentiCare.

15.0 Suspension

- 15.1 DentiCare may suspend the DentiCare Services it provides to the Provider with 10 days' notice in writing if DentiCare is of the reasonable opinion the Provider has materially breached any part of this Agreement.

- 15.2 DentiCare may also suspend the DentiCare Services it provides with immediate effect in writing if the Provider attempts to use or does use the DentiCare Service in a fraudulent, unlawful, or unconscionable manner.
- 15.3 Where DentiCare suspends the DentiCare Services under clause 15.1 or 15.2, DentiCare will cease to approve or accept new Payment Plans for the period of the suspension and will, subject to clauses 15.4 and 15.5 and the other provisions of this Agreement, continue to provide the DentiCare Services for Payment Plans which commenced prior to the suspension.
- 15.4 In the event of a dispute between a Provider and a Responsible Party relative to the supply of the Provider's treatment, services or products and associated fees and charges the corresponding Payment Plan may be suspended and will only be reactivated or renewed upon dispute resolution and, upon reactivation or renewal of the Payment Plan, DentiCare may vary the amount and frequency of payments by the Responsible Party, including an escalation of the outstanding amount. If a Payment Plan is varied, the applicable Provider Payment Schedule may be correspondingly adjusted in which case You will be notified in writing
- 15.5 In the event that DentiCare suspends the services it provides under the Payment Plan pursuant to clause 15.4 and such suspension continues for more than 30 days then, at DentiCare's election, You:
- 15.5.1 hereby agree to DentiCare ceasing to be, and You becoming, entitled to amounts payable by a Responsible Party, with the quantum and frequency of such amounts to be payable as set out in the applicable Payment Plan, in consideration for the discharge, and in full and final settlement, of the remaining debt owed by DentiCare to You (being an amount equal to the amounts payable by the Responsible Party);
 - 15.5.2 irrevocably appoint any director of DentiCare as your agent and attorney to do anything on your behalf that You are required to do, but fail to do, under this clause, including the power for any director of DentiCare on behalf of You to sign all necessary documents required and issue any notices required to enable amounts payable by the applicable Responsible Party to be received by You, and to discharge the debt owing by DentiCare to You, in accordance with the requirements of this clause;
 - 15.5.3 declare that You are bound by, and will ratify and confirm, anything done by any director of DentiCare under this power of attorney; and
 - 15.5.4 declare that this power of attorney is given for valuable consideration and is irrevocable.
- 15.6 If You become entitled to amounts payable by a Responsible Party pursuant to this clause 15, DentiCare will, if necessary, give, or assist the Provider to give, the Responsible Party details of how payments can be made to the Responsible Party.
- 15.7 If DentiCare suspends the DentiCare Services pursuant to clause 15.1 or 15.2 and such suspension continues for more than 30 days, DentiCare may terminate this Agreement with immediate effect by giving written notice to the Provider in which case clause 23.0 will apply.

16.0 Refunds to Responsible Parties

- 16.1 You acknowledge it is the responsibility of the Provider to notify DentiCare in writing in the event of a refund payment request for a Responsible Party, including providing full details of the Responsible Party and refund amount requested.
- 16.2 A refund to a Responsible Party will only be processed by DentiCare when DentiCare has received the corresponding amount from the Responsible Party and has not paid such amount to the Provider (and DentiCare will not be required to pay such amount to the Provider). If the amount to be refunded has been processed for payment to the Provider or already paid to the Provider, You agree to make all refunds directly to the Responsible Party.
- 16.3 Refunds to a Responsible Party will only be paid by DentiCare to the original bank account, debit card account or credit card account from which the corresponding debit payment was first debited.

17.0 Dishonours and Disputes

- 17.1 In the event the Provider's Responsible Party debit payment dishonors or fails DentiCare may:
- 17.1.1 notify the Responsible Party of the dishonored failed debit payment by way of SMS messaging, email notification, telephone contact or the DentiCare mobile App.
 - 17.1.2 notify the Provider of the dishonored failed debit payment; and
 - 17.1.3 provide its services, including over the phone payments and the rescheduling of debit payments, to the extent reasonably possible relative to the Provider's subscription service level.

- 17.2 Dishonored failed payment or reprocessing fees will be charged to the Provider's Responsible Party.
- 17.3 Dishonored failed payment or reprocessing fees may be charged by DentiCare to the Provider in the event of a Provider directed or Provider scheduled debit payment that dishonors or fails.
- 17.4 In the event the Provider's Responsible Party disputes a debit payment DentiCare may:
- 17.4.1 notify the Provider by email or the Portal of the Responsible Party and disputed debit payment/s;
 - 17.4.2 not engage in a transaction dispute between a Provider and its Responsible Party, except to the extent in providing evidence or supporting documentation in relation to relative disputed transaction/s; and
 - 17.4.3 if the disputed debit payment results in a reversal transaction and a payment from DentiCare's account to the Responsible Party, notify the Provider by email or your Portal prior to DentiCare recovering such amounts from You by direct debit to your Provider Account or by offsetting such fees against amounts owing by DentiCare to You under this Agreement.
- 17.5 In the event of a dispute DentiCare may suspend payments or Payment Plans and may reactivate payments or Payment Plans upon dispute resolution. Where payments or Payment Plans are suspended under this clause 17.0 You agree that DentiCare will not make payments to You with respect to the corresponding debt. If payments under a Payment Plan are suspended pursuant to this clause for more than 30 days, then You acknowledge that DentiCare may apply clauses 15.5.1 to 15.5.4 to that Payment Plan.
- 17.6 In the event of a dispute involving DentiCare whereby DentiCare is found to not be in breach of its agreements and/or obligations, associated costs such as administration or legal costs may be recovered from the Provider and/or the Responsible Party.

18.0 Chargebacks

- 18.1 You acknowledge that when a Chargeback occurs DentiCare may:
- 18.1.1 notify You by email or the Portal of the Responsible Party and the Chargeback;
 - 18.1.2 not engage in a transaction dispute between a Provider and its Responsible Party, except to the extent in providing evidence or supporting documentation in relation to relative disputed transaction/s; and
 - 18.1.3 if the Chargeback results in a payment from DentiCare's account to the Responsible Party, notify you by email or the Portal prior to DentiCare recovering such amounts from You by direct debit to your Provider Account or by offsetting such fees against amounts owing by DentiCare to You under this Agreement.
- 18.2 Chargebacks may be actioned and processed using your nominated bank account for a period of up to 12 months after the date of the original debit transaction.
- 18.3 Where a Chargeback occurs You acknowledge that DentiCare has no, and You release DentiCare from any, obligation to pay the amount of the Chargeback to You.
- 18.4 Transaction or Service Fees may apply to Chargebacks. You authorise DentiCare to recover such amounts from You by direct debit to your Provider Account or by off setting such fees against amounts owing by DentiCare to You under this Agreement.

19.0 Force Majeure

- 19.1 In the event DentiCare or the Provider are prevented or delayed in performing, or unable to perform, its obligations under this Agreement in part or in full by an event of Force Majeure the effected party, being DentiCare or the Provider, will be excused to the extent the party is prevented, delayed or unable to perform its obligations under this Agreement.
- 19.2 For the purpose of this Agreement an event of Force Majeure means the occurrence of circumstances beyond the reasonable control of DentiCare or the Provider including:
- 19.2.1 a physical natural disaster including fire, flood, lightning or earthquake;
 - 19.2.2 war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies including cyber-attack, national emergency (whether in fact or in law) or declaration of martial law;

19.2.3 epidemic, pandemic or quarantine restriction, including compliance with any lawful direction or order by an authority in connection with an epidemic, pandemic or quarantine restriction; and

19.2.4 law taking effect after the date of this Agreement.

20.0 Privacy

20.1 DentiCare may collect personal and business information from the Provider and Responsible Parties to provide and facilitate the DentiCare Service.

20.2 DentiCare will collect, use, and disclose personal information in accordance with the Privacy Collection Statement provided to you and our Privacy and Credit Reporting Policy available at

20.3 You acknowledge that DentiCare may use personal and business information collected from the Provider and Responsible Parties where necessary in order to:

20.3.1 respond to any publication of comments made by or about You or your Responsible Party in relation to DentiCare; and

20.3.2 respond to any potential reputational damage to DentiCare.

21.0 Indemnity

21.1 You agree to indemnify, release and hold DentiCare harmless from and against all liability, damages, actions or claims and losses in the event of:

21.1.1 any failure by the Provider or Responsible Party to provide DentiCare correct and valid information.

21.1.2 any dispute arising between the Provider and the Responsible Party relative to the supply of the Orthodontic treatment, services or products and relative fees and charges.

21.1.3 any failure by the Provider or Responsible Party in relation to the provision of the Orthodontic treatment, services or products.

21.2 To the maximum extent permitted by law, You agree to release and hold DentiCare harmless from and against all liability, damages, actions or claims and losses in the event of:

21.2.1 any failure by DentiCare to provide its services by direction of law including Australian Consumer Law, Competition and Consumer Act and Australian Competition & Consumer Commission directives or requirements.

21.2.2 any failure by DentiCare to provides its services in relation to the failure of a third party solutions providers including but not limited to the Australian Payments Network Direct Entry, Credit Card Processing Agents and Telecommunication & Online Service Providers.

22.0 Limitation of liability

22.1 Subject to clauses 22.3, 22.4 and 22.5, any liability of DentiCare for any loss or damage, however caused (including by the negligence of DentiCare), suffered by the Provider in connection with this Agreement is limited to the Service Fees paid by the Provider to DentiCare under this Agreement in the 3 months before the Provider suffers loss or damage in connection with this Agreement.

22.2 The limit set out in clause 22.1 is an aggregate limit for all claims, whenever made.

22.3 Subject to clause 22.4, DentiCare is not liable for any Consequential Loss however caused (including by the negligence of DentiCare), suffered or incurred by the Provider in connection with this Agreement. For the purposes of this clause, Consequential Loss means any one or more of the following: loss of bargain; loss of revenues; loss of reputation; indirect loss; loss of profits; consequential loss; loss of actual or anticipated savings; lost opportunities, including opportunities to enter into arrangements with third parties; loss or damage in connection with claims against the Provider by third parties; and loss or corruption of data.

22.4 If the Competition and Consumer Act 2010 (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by DentiCare in connection with this Agreement, and DentiCare's liability for failing to comply with that guarantee cannot be excluded but may be limited, clauses 22.1, 22.2 and 22.3 do not apply to that liability. Instead, DentiCare's liability for that failure is limited to DentiCare supplying the services again or paying the cost of having the services supplied again.

- 22.5 Clause 22.1 does not apply to the obligation of DentiCare under clause 6.3 to pay a debt to the Provider but does apply for any loss or damage arising from a failure or delay in paying such debt.

23.0 Termination

- 23.1 This Agreement may be terminated by DentiCare or the Provider at any time for any reason in writing and subject to sixty (60) days notice.
- 23.2 DentiCare may terminate this Agreement with immediate effect in writing if the Provider attempts to use or does use the DentiCare Service in a fraudulent, unlawful or unconscionable manner or is in material breach of this Agreement.
- 23.3 DentiCare or the Provider may terminate this Agreement with immediate effect in writing if an Insolvency Event occurs in respect of the Provider.
- 23.4 In the event of termination:
- 23.4.1 You will not be permitted to submit applications for Payment Plans or amend existing Payment Plans by way of an increase in any amounts owing under a Payment Plan or the term of Payment Plan from the date of termination notification;
- 23.4.2 Your Provider Account will remain open and active until all Payment Plans (debits and credits) are completed and related Service Fees paid in full (unless You become, and DentiCare ceases to be, entitled to receive the amounts payable by a Responsible Party);
- 23.4.3 You agree:
- 23.4.3.1 (at DentiCare's election) to DentiCare ceasing to be, and You becoming, entitled to amounts payable by a Responsible Party, with the quantum and frequency of such amounts to be payable as set out in the applicable Payment Plan, in consideration for the discharge, and in full and final settlement, of the remaining debt owed by DentiCare to You (being an amount equal to the amounts payable by the Responsible Party); and
- 23.4.3.2 to the appointment of a power of attorney under clause 23.6 to sign all necessary documents required and issue any notices required to enable amounts payable by the applicable Responsible Party to be received by You, and to discharge the debt owing by DentiCare to You, in accordance with the requirements of this clause 23.0;
- 23.4.3.3 You will be responsible for the performance of all obligations of DentiCare arising under and remaining to be performed in respect of your Responsible Party's Payment Plan agreements;
- 23.4.3.4 DentiCare is not responsible for collecting any outstanding Debt from your Responsible Party;
- 23.4.3.5 will accept the assignment or novation (at DentiCare's discretion) of any or all of your Responsible Party's Payment Plan agreements and do all things and sign any documents necessary to give effect to such assignment or novation;
- 23.4.3.6 if DentiCare terminates the Payment Plan with a Responsible Party, that You will be required to make arrangements and agree terms with that Responsible Party for the payment to the amount owing to You by the Responsible Party;
- 23.4.3.7 to indemnify and hold DentiCare harmless for any losses, claims, damages and costs suffered or incurred by DentiCare in relation to the performance of such obligations by you on and from the date of termination of this Agreement;
- 23.4.3.8 where we transfer the personal information of any Responsible Party to you, to use and disclose such information in accordance with DentiCare's Privacy and Credit Reporting Policy; and
- 23.4.3.9 where we transfer the business information of any Responsible Party to you, to keep such information confidential and to use and disclose it only for the purposes for which it was provided;
- 23.4.4 any monies owed to the Provider by DentiCare and any monies owed to DentiCare by the Provider will remain payable in accordance with this Agreement (other than any debt owed by DentiCare to You as referred in clause 6.2.2);
- 23.4.5 to release DentiCare from any further liability owed to You with respect to any debt owed by DentiCare to You (as referred to in clause 6.2.2); and
- 23.4.6 accrued rights or remedies of a party are not affected.
- 23.5 Termination or expiry of this Agreement will not affect clauses 18.2, 20.0, 21.0, 22.0 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

23.6 You:

- 23.6.1 irrevocably appoint any director of DentiCare as your agent and attorney to do anything on your behalf that you are required to do, but fail to do, under clause 23.0, including the power for any director of DentiCare on behalf of you to sign all necessary documents required to complete the assignment or novation of any or all of your Responsible Party's Payment Plan agreements;
- 23.6.2 declare that you are bound by, and will ratify and confirm, anything done by any director of DentiCare under this power of attorney; and
- 23.6.3 declare that this power of attorney is given for valuable consideration and is irrevocable.

23.7 DentiCare or the Provider may terminate a Payment Plan with immediate effect in writing where any of the circumstances listed in clauses 13.6.1 to 13.6.3 occurs in relation to applicable Responsible Party. If a Payment Plan is terminated pursuant to this clause 23.7, then clauses 23.4 to 23.4.6 (with necessary amendments) will apply to that Payment Plan.

24.0 General

DentiCare and the Provider acknowledge and agree that:

- 24.1 this Agreement is governed by the laws of the state of Queensland;
- 24.2 DentiCare and the Provider agree to attempt to resolve any dispute initially by way of mediation and, failing such alternative dispute resolution attempts, submit to the non-exclusive jurisdiction of the Courts of Queensland for resolution of any disputes;
- 24.3 if any part of this Agreement is held or deemed to be illegal or unenforceable, then that part shall be severed, and the remainder of this Agreement shall remain in full force and effect;
- 24.4 in addition to the DentiCare's rights to amend a Payment Plan and Provider Payment Schedule pursuant to this Agreement and DentiCare's rights under clauses 7.8, 7.10, 8.5, 9.7, 13.9 and 14.4, DentiCare may amend and modify this Agreement by giving not less than 60 days written notice (by email or the Portal) to the Provider of the amendments which are to take effect at the end of the notice period;
- 24.5 the Provider may elect to terminate this Agreement within 21 days of receiving a notice under clause 24.4 by notice to DentiCare in which case this Agreement terminates at the end of the notice period under clause 24.4. For the avoidance of doubt, this clause does not apply to an amendment of a Payment Plan or Provider Payment Schedule pursuant to this Agreement or to the exercise of a right under clause 7.8, 7.10, 8.5, 9.7, 13.9 or 14.4;
- 24.6 a Payment Plan will not constitute a contractual agreement between a Provider and a Responsible Party relative to the supply and provision of the Provider's treatment, services or products. It is the responsibility of the Provider to establish any contractual agreements with a Responsible Party relative to the supply of the Provider's treatment, services or products; and
- 24.7 the Provider pays all stamp duty and other taxes of a similar nature (including fines, penalties and interest) on this Agreement and on any instrument or other document signed to give effect to, or required by, this Agreement.

25.0 Definitions

'Agreement' means this agreement and its terms and conditions.

'Approved Supplier' means a supplier of products or equipment to the Provider with whom DentiCare and the Provider have entered into an invoice factoring agreement.

'Chargeback' means a dispute or disagreement in relation to a debit payment by a Responsible Party, Patient, customer, non-customer (i.e. bank account owner unauthorised use), banking institution or debit/credit card issuer resulting in a debit reversal from either DentiCare's account or the Provider's nominated account for payments.

'Consequential Loss' has the meaning set out in clause 22.3.

'Corporations Act' means Corporations Act 2001 (Cth).

'Debt' means the amount owed by the Responsible Party to You (less any amount paid by the Responsible Party to DentiCare in accordance with the entitlement granted by You to DentiCare pursuant to this Agreement).

'DentiCare SmartPay Provider' means a supplier of products or equipment to the Provider with whom DentiCare and the Provider have entered into an invoice factoring agreement.

'DentiCare Connect' means the Payment Plan described in clause 1.1.2.

‘DentiCare Direct Debit Request Service Agreement’ and ‘DentiCare Direct Debit Authorisation’ means the agreement between DentiCare and a Responsible Party that provides permission to draw funds from a Responsible Party’s nominated bank account or debit card or credit card account and sets forth the terms and conditions of the direct debit payment plan.

‘DentiCare Plus’ means the Payment Plan described in clause 1.1.3.

‘DentiCare Provider’ and/or ‘Provider’ and/or ‘You’/‘Your’ means a doctor, Practice, Practice and/or legal entity or appointed agent that is deemed compliant and registered with DentiCare.

‘DentiCare Service’ has the meaning set out in clauses 2.2.

‘Deposit’ means the monies paid to You or to DentiCare by a Responsible Party as partial or initial payment for a treatment, service or product.

‘Direct Debit Amount’ means the weekly, fortnightly, monthly or deposit amount to be debited from a Responsible Party’s nominated bank account or debit card or credit card account.

‘Force Majeure’ has the meaning set out in clause 19.2.

‘Insolvency Event’ means any of the following events: (a) a controller (as defined in the Corporations Act) is appointed to the party, or over any of the property of the party; (b) a party enters into, or any step is taken that could result in the party entering into, provisional liquidation, liquidation or administration (as defined in section 9 Corporations Act); (c) the party becomes an insolvent under administration (as defined in section 9 Corporations Act) or takes steps that could result in the party becoming so; (d) the party is unable to pay its debts when they become due and payable; (e) the party ceases to carry on business; (f) the party makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that the party is insolvent; (g) the party makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that a director of the party is seeking to take advantage of the safe harbour against insolvent trading available under Division 3, Part 5.7B Corporations Act; or (h) any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition.

‘Maximum Amount’ means the maximum amount of a DentiCare Connect or DentiCare Plus Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 7.8.

‘Maximum Assurance Amount’ means the maximum Payment Assurance amount for a Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 13.9.

‘Maximum Duration’ means the maximum term of a Payment Plan for an amount equal to the Minor Amount or less as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 8.5.

‘Maximum Monthly Amount’ means the maximum monthly amount of a DentiCare Connect or DentiCare Plus Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 7.8.

‘Maximum SmileNow Amount’ means the maximum amount of a SmileNow Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 7.10.

‘Maximum Term’ means the maximum term of a Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 8.5.

‘Minimum Amount’ means the minimum amount of a DentiCare Connect or DentiCare Plus Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 7.8.

‘Minimum Monthly Amount’ means the minimum monthly amount of a DentiCare Connect or DentiCare Plus Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 7.8.

‘Minimum Payment Plan Deposit’ means the minimum amount of a Deposit as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified in writing by DentiCare to the Provider from time to time in accordance with clause 9.6.

‘Minimum SmileNow Amount’ means the minimum amount of a SmileNow Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 7.10.

‘Minimum Term’ means the minimum term of a Payment Plan as set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 8.5.

‘Minor Amount’ means the maximum amount for a Payment Plan to be subject to the Maximum Duration set out in the Service Fees and Payment Plan Parameters Annexure or as otherwise notified by DentiCare to the Provider from time to time in accordance with clause 8.5.

‘OrthoEngage’ means the SaaS (Software as a Service) platform.

‘Payment Assurance’ means the DentiCare commitment of making payment to the Provider for your treatment, services or product provided to a Responsible Party on the conditions outlined in clause 13.0.

‘Payment Plan’ means the documents in paper or electronic form or voice recordings submitted to DentiCare detailing a Responsible Party, Treatment Fee, Payment Plan amount, Payment Plan Term, Payment Plan debit amount, debit frequency and all other required detail within the Payment Plan form for the payment application, establishment and management, and includes, as the context requires, a DentiCare Plus Payment Plan, DentiCare Connect Payment Plan and/or SmileNow Payment Plan.

‘Payment Plan Amount’ means the amount in dollars and cents detailed within the Payment Plan amount section of the payment plan application and is equal to the amount owed by the applicable Responsible Party to the Provider and calculated as the Treatment Fee less the Deposit.

‘Payment Plan Term’ means the total period and duration of the Payment Plan measured in weeks, fortnights, months or years.

‘Portal’ means the DentiCare Provider Portal.

‘Provider Account’ means your account, all required account details and unique identifying number enabling You and your Responsible Party access to the DentiCare Service.

‘Provider Payment Schedule’ means the schedule setting out the Provider Payments to be made by DentiCare to the Provider in relation to a Responsible Party (and which corresponds to that Responsible Party’s Payment Plan).

‘Provider Payments’ means monies paid to your nominated bank account by DentiCare supported by remittance advice detailing each due payment to you.

‘Responsible Party’ means a person who agrees to pay the costs and amounts associated with treatments, products or services provided by you to that person/s or a customer (for whom they agree to pay such amounts on their behalf) in accordance with a Payment Plan and who enters into a Payment Plan agreement with DentiCare.

‘Service Fees’ means the financial, management, administrative and collection service fees relating to each Payment Plan as per relevant Service Fee and Payment Plan Parameters Annexure including but not limited Provider Account fee, Payment Plan establishment/set up fee, verification fee, Payment Plan management fee, deposit advance/invoice factoring fee.

‘Service Fees and Payment Plan Parameters Annexure’ means the annexure provided by DentiCare and forming part of this Agreement which sets out the Services Fees and the parameters for payment amounts and terms applying for Payment Plans, as such annexure is updated by DentiCare and provided to the Provider from time to time.

‘SmileNow’ means the Payment Plan described in clause 1.1.1.

‘Treatment Fee’ means the total amount payable by the Responsible Party to You for any relative treatment, service or product agreed to by You and your Responsible Party.

‘Treatment Information’ means details of proposed, partially completed or completed treatment, product and/or service including dollar values, item numbers, timing of treatment and treating dentist details, or greater detail when required by DentiCare.

‘We’/’Us’/’Our’ means Sliqpay Pty Ltd ABN 99 107 018 182 trading as DentiCare, OrthoEngage, DentiCare Payment Solutions, DentiCare Payment Plans, SmileNow or SmartPay.

Contact

DentiCare Payment Solutions
ABN 99 107 018 182
Level 4, 26 Marine Pde Southport QLD 4215
Email welcome@denticarepaymentplans.com.au
Phone 1300 633 472

Schedule 1 – DentiCare Portal & OrthoEngage SaaS Platform Terms of Use

These terms of use form the entire agreement between the Provider and DentiCare in relation to the Portal and OrthoEngage SaaS Platform. They replace any earlier agreements, representations or discussions regarding the Portal and SaaS platform.

1. Licence

DentiCare grants the Provider, through its Authorised Users, a revocable and limited licence to access and use the Portal and or the OrthoEngage SaaS platform for Authorised Use, being in accordance with these terms of use, to view, upload and download information in connection with the services.

2. Authorised Users

- 2.1 The Provider is responsible and liable for the consequences of all use of the Portal and the OrthoEngage SaaS Platform by its Authorised Users, including all acts and omissions relating to that use.
- 2.2 The Provider must not, and must ensure that its Authorised Users do not:
 - (a) disclose their username or password to any other person;
 - (b) disclose other security information relating to the Portal to any third party;
 - (c) use the Portal other than for the Authorised Purpose and in accordance with this agreement; and
 - (d) access or use the Portal in breach of any applicable law.
- 2.3 The Provider must ensure that an Authorised User does not access or use the Portal or SaaS platform after they cease to be an agent, employee of the Provider or a Provider subsidiary.
- 2.4 The Provider must not provide DentiCare with an email address of an Authorised User unless the Provider has that person's consent to provide the address to DentiCare for use in connection with the Portal.
- 2.5 The Provider agrees to notify DentiCare of changes to Authorised Users or an Authorised User's email address, by notice in writing given by the Provider. When notifying DentiCare of a new Authorised User, the Provider must also provide DentiCare with the new Authorised User's email address.
- 2.6 The Provider agrees to notify DentiCare immediately on becoming aware, or having reasonable grounds to suspect, a username or password has been lost or stolen or has otherwise been disclosed to or become known by a person other than the Authorised User to whom it belongs.

3. Security

- 3.1 No website or data transmission using the internet can be totally secure. DentiCare agrees to maintain reasonable security measures. The Provider is responsible for ensuring the measures meet its security requirements in relation to the Portal.
- 3.2 To the fullest extent permitted by law, the Provider:
 - (a) releases DentiCare from all 'Portal Claims', being claims arising out of or in relation to:
 - (i) use of the Portal, including all claims relating to loss, corruption or unauthorised disclosure of or unauthorised access to information uploaded to, stored on or downloaded from the Portal or damage or interference to computers or other systems caused by viruses, malicious software or otherwise, except to the extent arising directly from DentiCare's failure to maintain reasonable security measures.
 - (ii) without limiting paragraph 3.2(a)(i)3.2(a):
 - (A) the Provider's use of or reliance on information available on the Portal other than final deliverables DentiCare prepares as part of the services; and
 - (B) the Provider's use of third party software accessed through the Portal or links to external websites through the Portal.
 - (iii) DentiCare relying on the Provider's notification of Authorised Users (whether in writing or through a function on the Portal).
 - (iv) access to the Portal being unavailable or interrupted from time to time (including for extended periods) or terminated.
 - (b) promises not to make or assist, directly or indirectly, any Portal Claim against DentiCare, and agrees that this promise may be pleaded as a bar to any Portal Claim.

- 3.3 The Provider must ensure that each of its Authorised Users complies with clause 3.2 as if named in clause 3.2 as the Provider and as if 'other than final deliverables DentiCare prepares as part of the services' were deleted from clause 3.2(a)(ii)(A).

4. Subcontractors

DentiCare agrees to ensure its subcontractors and third party suppliers comply with DentiCare's obligations to the Provider under this agreement in relation to information transferred to them.

5. Liability

The Provider agrees that DentiCare has no liability for Portal or OrthoEngage SaaS claims and accepts no liability or responsibility to any third party. The Provider agrees to indemnify DentiCare against any liability (including reasonable legal costs) DentiCare incurs in connection with any claim by a third party arising from the Provider's breach of this agreement.

6. Provider Content

The Provider agrees that it is its own responsibility to ensure the accuracy of all and any content uploaded into the Provider's Portal or SaaS account including but not limited to its agreements and contracts with its Responsible Parties, Clients, Customers or Patients. The Provider agrees that DentiCare has not liability in relation to the Provider's uploaded content.

7. Termination

- 7.1 At any time, in accordance with the DentiCare Service Agreement, DentiCare may do any of any of the following:

- (a) remove information from the Portal or SaaS;
- (b) decommission the Portal or SaaS; and
- (c) revoke the Provider's licence to use the Portal or SaaS and terminate access of the Provider and all Authorised Users.

- 7.2 Without limiting clause 7.1 above:

- (a) DentiCare will remove information from the Portal or SaaS for archiving in accordance with DentiCare policies; and
- (b) The Provider's licence to use the Portal or SaaS terminates 30 days after the closing of its DentiCare accounts.

- 7.3 DentiCare is not responsible or liable for any consequences of DentiCare removing information from or decommissioning the Portal or revoking or terminating the Provider's licence to use it.

8. Changes to terms

DentiCare may change these terms of use at any time without notice. DentiCare will notify the Provider of changes to these terms of use by posting them on the Portal. The Provider's continued use of the Portal indicates acceptance of the change.

9. Force majeure

Neither the Provider nor DentiCare is liable for delay or failure to fulfil obligations to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control which is not otherwise dealt with in this agreement. The Provider and DentiCare both agree to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.

10. Applicable law

The law applying to this agreement is the law of Queensland. The Provider and DentiCare submit to the exclusive jurisdiction of the courts of that state and waive any right either of them may have to claim that those courts do not have jurisdiction or are an inconvenient forum.

11. Definitions

In these terms of use:

'Authorised Use' has the meaning set out in clause 1.

'Authorised User' means an agent or employee of the Provider or a Provider subsidiary who the Provider authorises from time to time to access the Portal and whose name and email address have been notified to DentiCare in accordance with these terms of use.

'DentiCare' means Sliqpay Pty Ltd t/a DentiCare, DentiCare Payment Plans or DentiCare Payment Solutions.

'Portal or SaaS' means the website identified as the Portal or SaaS in the document titled the 'Provider Portal & SaaS Access and Transaction Authority'.

'Portal or SaaS Claims' has the meaning set out in clause 3.2(a).

'Provider' means the doctor, Practice, Practice and/or legal entity or appointed agent named in the document titled the 'Provider Portal or SaaS Access or DentiCare Registration Form'.

Service Fees and Payment Plan Parameters Annexure

Annexure to DentiCare Provider Service Agreement Terms of Use – Australian Orthodontic Practices (Agreement)

26.0 Service Fees – DentiCare Plus and DentiCare Connect Payment Plans

26.1 DentiCare Plus

Fee Type	Fee Amount	Fee Owner	Agreement Reference
Payment Plan Set Up Fee	\$49.00	Provider or Responsible Party	Clauses 6.1 and 14.1
Payment Plan Management Fee	2.9% - 7.9% of the Payment Plan Amount	Provider	Clause 14.1
Payment Plan Increase Amendment Fee	\$9.90	Provider or Responsible Party	Clauses 6.6.11, 10.3 and 14.1
Bank Account Debit Transaction Fee	\$1.10	Provider or Responsible Party	Clause 14.1 and 18.4
Credit Card Transaction Fee	1.75%	Responsible Party	Clause 14.1 and 18.4

26.2 DentiCare Connect

Fee Type	Fee Amount	Fee Owner	Agreement Reference
Payment Plan Set Up Fee	\$9.90 - \$39.00	Provider or Responsible Party	Clauses 6.1 and 14.1
Payment Plan Management Fee	0.5% - 1.5% of the Payment Plan Amount	Provider	Clause 14.1
Payment Plan Increase Amendment Fee	\$9.90	Provider or Responsible Party	Clauses 6.6.11, 10.3 and 14.1
Bank Account Debit Transaction Fee	\$1.10	Provider or Responsible Party	Clause 14.1 and 18.4
Credit Card Transaction Fee	1.75%	Responsible Party	Clause 14.1 and 18.4

27.0 Service Fees – SmileNow Payment Plans

Treatment	Standard Provider Fee	Responsible Party Term	Agreement Reference
\$250 - \$1,000	5.9% of the Payment Plan Amount	12 weeks	Clause 14.1 Service
\$1,001 - \$2,000	6.9% of the Payment Plan Amount	18 weeks	Clause 14.1
\$2,001 - \$3,000* Approved access only	7.9% of the Payment Plan Amount	26 weeks	Clause 14.1

28.0 Payment Plan Parameters

Item	Description
Maximum Amount	\$12,000
Maximum Assurance Amount	\$12,000
Maximum Treatment Value	\$15,000
Maximum Monthly Amount	\$500
Maximum SmileNow Amount	\$3,000
Maximum Term	36 months

Minimum Amount	\$150
Minimum Monthly Amount	\$50
Minimum Payment Plan Deposit	\$0
Minimum SmileNow Amount	\$150
Minimum Term	2 months

29.0 OrthoEngage SaaS Tiered Pricing

OrthoEngage Service Subscription Features	OrthoEngage \$895	OrthoEngage Elite \$1,295
SMS Messaging	Available	Available
Treatment Proposal & Engagement	Available	Available
ProgressTracker	Not Available	Available
Smart Notifications	Not Available	Available
Practice Analytics	Not Available	Available
Patient LeadTracker	Not Available	Available