

## **DentiCare Provider Service Agreement Terms of Use - Australian Orthodontic Practices**

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This agreement and its terms and conditions are to ensure the parties engaged in working together under this agreement understand the function and application of the DentiCare Payment Solutions 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@denticarepayplans.com.au](mailto:providerrelations@denticarepayplans.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 Description of the DentiCare Service**

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- 1.1 DentiCare Payment Solutions is a payments, collections and managed service provider facilitating individual or recurring debit and credit transactions for bank accounts, debit card accounts and credit card accounts.
- 1.2 DentiCare will debit or collect payments on behalf of a Provider from a Responsible Party for payments and remit such payments to the Provider in accordance with the terms of this agreement (DentiCare Service).
- 1.3 Subject to clause 12.0, DentiCare is not liable under this agreement or as part of the DentiCare Service to make payments to a provider unless such payments are made by a responsible party and DentiCare does not guarantee the responsible party's obligation to make payments.
- 1.4 The DentiCare 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 2 DentiCare Portal Terms of Use.
- 1.5 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, You will be given prior written notice of any change in accordance with clause 23.4 and you may terminate this agreement in accordance with clause 23.5.

### **2.0 DentiCare Provider Account**

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- 2.1 A DentiCare Provider Account will be established for each company, individual or trustee and/or each dental practice location and/or dental practitioner as determined by DentiCare in order to provide the payment plan service.
- 2.2 A DentiCare provider account will enable you to access and provide the DentiCare payment plan services for you and your responsible parties, patients and customers.
- 2.3 Each DentiCare provider account is subject to the service fees relevant to a provider's selected account tier level.
- 2.4 Each DentiCare provider account is subject to the terms and conditions of this agreement.

### **3.0 Representations and Warranties**

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

- 3.1 If entering into this agreement as a company, you validly exist under the laws of your place of incorporation or registration.
- 3.2 If entering into this agreement as an individual, trustee, or as an authorized representative, you have full power and authority to enter into and perform your obligations under this agreement.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 You will comply with all relevant anti-corruption, anti-bribery, anti-money laundering and counter-terrorism financing laws and regulations.

#### 4.0 Engagement and Term

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- 4.1 By becoming a DentiCare Payment Plan Provider you agree to appoint and retain DentiCare as your exclusive payment service provider in respect to ongoing direct debit payment plans, subject to the terms and conditions of this agreement.
- 4.2 This agreement will commence on the date your DentiCare provider account is established (following validation of your provider registration form).
- 4.3 The term of this Agreement is 12 months from commencement and will automatically renew upon the annual anniversary date unless terminated, subject to clause 21, in writing at least 60 days prior to an anniversary date.
- 4.4 You agree that your DentiCare payment plan 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.

#### 5.0 DentiCare Payment Plans

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- 5.1 DentiCare 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.
- 5.2 You, as a DentiCare Payment Plan Provider, acknowledge that DentiCare payment plans:
  - 5.2.1 are subject to the DentiCare direct debit request service agreement, direct debit authorisation and the DentiCare payment plan agreement.
  - 5.2.2 are to be established by way of digital document format, digital application or detailed voice recording as directed by DentiCare.
  - 5.2.3 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.
- 5.3 You, as a DentiCare Payment Plan Provider, acknowledge that:
  - 5.3.1 the DentiCare provider and responsible party for payments are the initiating parties of a DentiCare payment plan and it is the responsibility of the provider and responsible party to provide accurate and valid details within a payment plan application.
  - 5.3.2 a DentiCare 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.
  - 5.3.3 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 DentiCare payment plan.
  - 5.3.4 Treatment information may be required to provide the DentiCare services 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 relevant treatment information.
  - 5.3.5 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 DentiCare payment plan (i.e. a loan to pay a deposit).
  - 5.3.6 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 DentiCare payment plan.
  - 5.3.7 the details within a DentiCare 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 DentiCare payment plan will constitute a breach of this agreement.
  - 5.3.8 a responsible party may only enter into one DentiCare payment plan per treatment at any given time except when approved by DentiCare.
  - 5.3.9 in the event a responsible party is approved to enter into more than one DentiCare payment plan an affordability assessment may be required prior to processing an additional DentiCare payment plan.
  - 5.3.10 in the event a responsible party or any other person makes a payment to you in relation to a DentiCare payment plan, you are required to notify DentiCare in writing immediately and provide details to ensure the relevant payment plan amounts balance.

5.3.11 DentiCare 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 relevant service fees will apply to the provider and/or responsible party.

5.3.12 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 relevant responsible party at the discretion of DentiCare and financial assistance fees and charges will apply.

5.4 DentiCare reserves its rights to reject any DentiCare payment plan if it does not comply with all or any of the DentiCare agreements or terms and conditions.

## **6.0 Payment Plan Amounts**

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6.1 The total payment plan amount for a DentiCare payment plan is limited to a maximum of \$12,000.

6.2 A total payment plan amount for a DentiCare payment plan is limited to a minimum of \$250.

6.3 A monthly payment plan amount for a DentiCare payment plan is limited to a maximum of \$500 per month and includes aggregated weekly and fortnightly amounts.

6.4 A monthly payment plan amount for a DentiCare payment plan is limited to a minimum of \$50 per month and includes aggregated weekly and fortnightly amounts.

6.5 Payment plan amounts will be subject to weekly, fortnightly and monthly debiting frequency requirements as directed by DentiCare.

6.6 DentiCare may vary, decrease or increase, payment plan amounts and if so, you will be notified in writing.

## **7.0 Payment Plan Term**

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7.1 A payment plan term for a DentiCare payment plan is limited to a maximum of 36 months.

7.2 A payment plan term for a DentiCare payment plan is limited to a minimum of 2 months.

7.3 DentiCare payment plans with a total payment plan amount of \$2,000 or less are limited to a maximum term of 12 months.

7.4 Extended payment plan terms may be made available on request and if made available to a provider are subject to DentiCare's nominated service fees.

7.5 DentiCare may vary, decrease or increase, payment plan terms and if so, you will be notified in writing.

## **8.0 Payment Plan Deposit Amount**

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8.1 A DentiCare payment plan deposit amount may be required to be paid by a relevant responsible party to DentiCare or the provider, as directed by DentiCare, prior to the commencement of a DentiCare payment plan.

8.2 Accepted payment methods for payment plan deposit amounts are limited to bank account direct debit transfers or debit/credit card payments to DentiCare or to the provider.

8.3 Third party credit/finance solutions cannot be used to pay a payment plan deposit amount.

8.4 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 amount and may subject to additional terms and conditions relative to the deposit advance funding or invoice factoring service.

8.5 DentiCare may vary, decrease or increase, payment plan deposit amounts and if so, you will be notified in writing.

## **9.0 Payment Plan Amendments**

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9.1 A DentiCare payment plan amendment request is subject to the minimum and maximum terms, limitations and exclusions as outlined in clauses 5, 6, 7, & 8.

9.2 In the event a DentiCare payment plan is in arrears a payment plan amendment request may be declined.

9.3 Payment plan amendments are subject to the applicable service fees.

## 10.0 Know Your Customer Requirements & Customer Affordability

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- 10.1 As a DentiCare Provider you acknowledge that DentiCare has a responsibility to appropriately identify each responsible party entering into a DentiCare payment plan and ensure valid details are provided to DentiCare.
- 10.2 As a DentiCare provider you acknowledge you have a responsibility to determine suitability and affordability for your treatment, services or products with each responsible party, patient or customer.
- 10.3 DentiCare reserves the right to confirm or validate the identity and payment method details and/or assess and confirm affordability with any responsible party, relative to any payment plan as part of the payment plan application process.
- 10.4 In the event a deposit amount 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 DentiCare payment assurance.

## 11.0 Provider Payments

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- 11.1 Notification of the Provider Payment Schedule for each payment plan will be provided to you by the DentiCare provider portal, or by email.
- 11.2 Provider payments 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.
- 11.3 Payments to you, as nominated by you, will be made on one of the following payment cycles:
  - 11.3.1 the 1<sup>st</sup> day of each month, or
  - 11.3.2 the 15<sup>th</sup> day of each month, or
  - 11.3.3 a combination of the 1<sup>st</sup> day of each month and the 15<sup>th</sup> day of each month.
- 11.4 Provider payments 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.
- 11.5 Upon each payment to you, provider payment remittance advice will be provided by the DentiCare provider portal by, or email.
- 11.6 In the event a scheduled provider payment falls on a non-banking day the payment will reschedule for the immediate next banking day.
- 11.7 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 an overpayment correction notice will be issued to you and you authorise DentiCare to direct debit the relative funds from your bank account linked to your DentiCare provider account.

## 12.0 DentiCare Payment Assurance

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- 12.1 The DentiCare payment assurance when applicable is limited to a maximum of \$9,000 for an individual payment plan.
- 12.2 The DentiCare payment assurance will be applicable to a DentiCare payment plan when:
  - 12.2.1 a payment plan is compliant with the DentiCare direct debit request service agreement or direct debit authorisation and the DentiCare payment plan agreement.
  - 12.2.2 a payment plan is submitted and processed to completion and responsible party and payment method details are validated and confirmed.
  - 12.2.3 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 patient, customer or responsible party.
  - 12.2.4
- 12.3 The DentiCare payment assurance may not be applicable to a DentiCare payment plan:
  - 12.3.1 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.
  - 12.3.2 in the event of a dispute between the provider and a responsible party for payments, patient or customer relative to the supply of the provider's treatment, services or products and relative fees and charges.
  - 12.3.3 in the event a provider does not provide relative treatment, services or products information to DentiCare for the purposes of treatment/payment dispute resolution between the provider, responsible party and/or DentiCare.
  - 12.3.4 in the event a deposit payment debit or set up fee payment debit fails due to insufficient funds and an alternate or updated payment method is not provided by the responsible party, patient or customer.

12.3.5 in the event a payment plan is suspended pursuant to clause 14.0.

12.4 In the event the DentiCare payment assurance is not applicable to a payment plan, DentiCare will, upon direction from the relevant provider, continue to manage the relevant payment plan to the extent reasonably possible, including escalated collections management, and any monies collected or recovered will be paid to the provider.

### 13.0 Service Fees

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13.1 You, the provider, acknowledge and agree that:

13.1.1 in exchange for DentiCare providing its service, will pay DentiCare the service fees as outlined in the service fees schedule, registration form or any other document or communication outlining service fees.

13.1.2 in exchange for DentiCare providing its service, DentiCare will charge the provider's responsible party, patient or customer service fees as outlined in the service fees schedule or any other document or communication outlining service fees.

13.2 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.

13.3 You acknowledge that the services fees may be modified by DentiCare and if modified 60 days written notice will be provided to you in writing by email or the DentiCare provider portal.

### 14.0 Suspension

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14.1 DentiCare may suspend the services it provides to the provider if DentiCare is of the reasonable opinion the provider has materially breached any part of this agreement.

14.2 DentiCare may suspend the 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.

14.3 In the event of a dispute between a provider and a responsible party, patient or customer relative to the supply of the provider's treatment, services or products and associated fees and charges the relative payment plan may be suspended and reactivated or renewed upon dispute resolution.

### 15.0 Refunds to Responsible Parties

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15.1 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, patient or customer including providing full details of the responsible party, patient or customer and refund amount requested.

15.2 A refund to a responsible party or customer will only be processed when DentiCare is holding the relative debit payment to be refunded in the DentiCare trust account and the relative debit payment has not been processed for payment to the provider or already paid to the provider.

15.3 Refunds to a responsible party, patient or customer will only be paid to the original bank account or debit card account or credit card account from which the relative debit payment to be refunded was debited.

### 16.0 Dishonors and Disputes

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16.1 In the event the provider's responsible party, patient or customer debit payment dishonors or fails DentiCare will:

16.1.1 notify the relevant responsible party, patient or customer of the dishonored failed debit payment by way of SMS messaging, email notification, telephone contact or the DentiCare mobile App.

16.1.2 notify the provider of the relevant dishonored failed debit payment.

16.1.3 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.

16.2 Dishonored failed payment or reprocessing fees will be charged to the provider's responsible party, patient or customer.

16.3 Dishonored failed payment or reprocessing fees may be charged to the provider in the event of a provider directed or provider scheduled debit payment that dishonors or fails.

16.4 In the event the provider's responsible party, patient or customer disputes a debit payment DentiCare will:

- 16.4.1 notify the provider of the relevant responsible party, patient or customer and disputed debit payment/s.
- 16.4.2 provide its services to the extent reasonably possible to assist in dispute resolution on behalf of the provider.
- 16.4.3 notify the provider by email or your DentiCare provider portal prior to a disputed debit payment reversal transaction.
- 16.5 In the event of a dispute DentiCare may suspend payments or payment plans and may reactivate payments or payment plans upon dispute resolution.
- 16.6 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.

## 17.0 Chargebacks

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- 17.1 You acknowledge that when a chargeback event occurs DentiCare will:
  - 17.1.1 notify you by email or DentiCare provider portal prior to a chargeback reversal transaction.
  - 17.1.2 not engage in a transaction dispute between a provider and its responsible party, patient or customer except to the extent in providing evidence or supporting documentation in relation to relative disputed transaction/s.
- 17.2 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.
- 17.3 Transaction or service fees may apply to chargebacks.

## 18.0 Force Majeure

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- 18.1 In the event DentiCare or the provider are prevented, delayed or unable in performing 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.
- 18.2 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:
  - 18.2.1 a physical natural disaster including fire, flood, lightning or earthquake;
  - 18.2.2 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;
  - 18.2.3 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
  - 18.2.4 law taking effect after the date of this agreement.

## 19.0 Privacy

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- 19.1 DentiCare may collect personal and business information from the Provider, Responsible Parties and Customers, to provide and facilitate the DentiCare service.
- 19.2 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 <https://denticarepaymentplans.com.au/privacy-policy/>.

## 20.0 Indemnity

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- 20.1 You agree to indemnify, release and hold DentiCare harmless from and against all liability, damages, actions or claims and losses in the event of:
  - 20.1.1 any failure by the provider or responsible party, patient or customer to provide DentiCare correct and valid information.
  - 20.1.2 any dispute arising between the provider and the responsible party, patient or customer relative to the supply of the treatment, services or products and relative fees and charges.
  - 20.1.3 any failure by the provider or responsible party, patient or customer in relation to the provision of relative treatment, services or products.

- 20.1.4 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.
- 20.1.5 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, Oracle NetSuite ERP, Credit Card Processing Agents and Telecommunication & Online Service Providers.

## 21.0 Limitation of liability

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- 21.1 Subject to clauses 21.3 and 21.4, 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.
- 21.2 The Limit set out in clause 21.1 is an aggregate limit for all claims, whenever made.
- 21.3 Subject to clause 21.4, 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.
- 21.4 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 21.1, 21.2 and 21.3 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.

## 22.0 Termination

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- 22.1 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.
- 22.2 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.
- 22.3 DentiCare or the Provider may terminate this Agreement with immediate effect in writing if an Insolvency Event occurs in respect of the Provider.
- 22.4 In the event of termination:
  - 22.4.1 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;
  - 22.4.2 Your Provider Account will remain open and active until all Payment Plans (debits and credits) are completed and related Service Fees paid in full;
  - 22.4.3 You agree:
    - 22.4.3.1 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;
    - 22.4.3.2 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;
    - 22.4.3.3 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;
    - 22.4.3.4 where we transfer the personal information of any Responsible Party or Customer to you, to use and disclose such information in accordance with DentiCare's Privacy and Credit Reporting Policy; and
    - 22.4.3.5 where we transfer the business information of any Responsible Party or Customer to you, to keep such information confidential and to use and disclose it only for the purposes for which it was provided;
  - 22.4.4 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; and
  - 22.4.5 accrued rights or remedies of a party are not affected.

22.5 Termination or expiry of this Agreement will not affect clauses 19.0, 20.0, 21.0 or any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

22.6 You:

22.6.1 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 22.4.3.2, 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 under clause 22.4.3.2.

22.6.2 declare that You are bound by, and will ratify and confirm, anything done by any Director of DentiCare under this power of attorney; and

22.6.3 declare that this power of attorney is given for valuable consideration and is irrevocable.

## 23.0 General

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DentiCare and the DentiCare Provider acknowledge and agree that:

23.1 This agreement is governed by the laws of the state of Queensland

23.2 DentiCare and the Provider, failing any alternative dispute resolution attempts by way of expert determination, mediation or arbitration, submit to the non-exclusive jurisdiction of the Courts of Queensland for resolution of any disputes.

23.3 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.

23.4 DentiCare may amend and modify this agreement by giving not less than 60 days written notice (by email or the DentiCare Provider Portal) to the Provider of the amendments which are to take effect at the end of the notice period.

23.5 the Provider may elect to terminate this Agreement within 21 days of receiving a notice under clause 23.4 by notice to DentiCare in which case this Agreement terminates at the end of the notice period under clause 23.4.

23.6 DentiCare will meet all its regulatory and compliance obligations including the Corporations Act 2001 (Cth) and the Australian Consumer Law

23.7 A DentiCare Payment Plan will not constitute a contractual agreement between a Provider and a Responsible Party or Customer 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 or Customer relative to the supply of the provider's treatment, services or products.

## 24.0 Definitions

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'We'/'Us'/'Our' means Payment Advantage Pty Ltd ABN 99 107 018 182 trading as DentiCare Payment Solutions, DentiCare Payment Plans or DentiCare.

'DentiCare Provider' and/or 'Provider' and/or 'You'/'Your' means a doctor, practice, clinic and/or legal entity or appointed agent that is deemed compliant and registered with DentiCare.

'DentiCare Provider Account' means your account, all required account details and unique identifying number enabling you and your responsible party, patient or customer access to the DentiCare service.

'DentiCare Payment Plan' means the documents in paper or electronic form or voice recordings submitted to DentiCare detailing a responsible party, patient, customer, 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.

'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 Payment Plan Terms & Conditions' means the agreement between DentiCare and the responsible party that sets forth a responsible party's financial arrangement and commitment, and associated requirements.

'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.

'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, patient or customer.



'Deposit Amount' means the monies paid to you or to DentiCare by a responsible party, patient or customer as partial or initial payment for a treatment, service or product.

'Payment Plan Amount' means the amount in dollars and cents detailed within the payment plan amount section of the payment plan application and is calculated as the treatment fee less the deposit amount.

'Payment Plan Term' means the total period and duration of the payment plan measured in weeks, fortnights, months or years.

'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.

'Disbursements to You' and/or 'Provider Payments' means monies paid to your nominated bank account by DentiCare supported by remittance advice detailing each due payment to you.

'Service Fees' means the financial, management, administrative and collection service fees relating to each payment plan as per relevant service fee schedule including but not limited provider account fee, payment plan establishment/set up fee, verification fee, payment plan management fee, deposit advance/invoice factoring fee. Refer to relevant service fee schedule.

'DentiCare Payment Assurance' means the commitment of making payment to the provider for your treatment, services or product provided to a responsible party, patient or customer, by DentiCare.

'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 Doctor details, or greater detail when required by DentiCare.

'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 trust account or the provider's nominated account for payments.

'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

## Contact

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DentiCare Payment Solutions

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Schedule 1 – DentiCare Fee Schedule

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Description	Fee Amount	Fee Owner
Monthly Provider Account Fee	\$0 - \$199.00	Provider
Payment Plan Set Up Fee	\$39.00	Provider or Responsible Party
Payment Plan Management Fee	2.9 - 7.9%	Provider
Payment Plan Increase Amendment Fee	\$19.00	Responsible Party
Bank Account Debit Transaction Fee	0.88 cents	Provider or Responsible Party
Credit Card Transaction Fee	1.75%	Responsible Party

## Schedule 2 - DentiCare Portal Terms of Use

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

### 1. Licence

DentiCare grants the Provider, through its Authorised Users, a revocable and limited licence to access and use the Portal in accordance with these terms of use, to view, upload and download information in connection with the services (Authorised Purpose).

### 2. Authorised Users

2.1 The Provider is responsible and liable for the consequences of all use of the Portal 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 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:

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 :

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 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. Termination

6.1 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;
- b) decommission the Portal; and
- c) revoke the Provider's licence to use the Portal and terminate access of the Provider and all Authorised Users.

6.2 Without limiting clause 6.1 above:

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

6.3 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.

7. 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.

8. 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.

9. 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.

10. Definitions

In these terms of use:

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.

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

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

DentiCare means PayVantage Pty Ltd t/a DentiCare, DentiCare Payment Plans or DentiCare Payment Solutions.