

## James Street Dental Arts, PC Wellness Program

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

### TERMS AND CONDITIONS

#### 1. General

James Street Dental Arts, PC Wellness Program is governed by the following terms and conditions. All the individuals purchasing the Wellness Program membership with James Street Dental Arts, PC should understand these terms and conditions. Applicants are required to accept these terms and conditions before purchasing a membership and receiving its benefits. James Street Dental Arts, PC reserves the right to make changes to these terms and conditions at any time.

#### 2. Membership Policy

- a. Only applications completed and paid in full will be granted membership to the Wellness Program.
- b. James Street Dental Arts, PC reserves the right to verify the details submitted to obtain membership. Applications may be declined if details submitted are inaccurate or incomplete.
- c. Memberships include coverage for the applicant only unless a family plan is purchased. If a family plan is not established, membership privileges do not extend to family members. Photo identifications will be required when visiting James Street Dental Arts, PC to verify the identity of a person possessing a James Street Dental Arts, PC Wellness Program membership.
- d. James Street Dental Arts, PC has the right to cancel memberships before the duration stipulated if unauthorized users are utilizing the membership. A refund will not be given.
- e. You must be at least 18 years old to submit an application for membership with James Street Dental Arts, PC. Parents can submit an application on behalf of a child up to the age of 18.

- f. You cannot utilize the James Street Dental Arts, PC Wellness Program if you have any dental insurance plan or any dental insurance coverage. It cannot be used as a secondary membership to any insurance plan. The James Street Dental Arts, PC Wellness Program membership cannot be used in addition or in conjunction to any discount plan.
- g. You must be the legal owner of the credit card being used to make payment for a membership.
- h. Your receipt of an electronic confirmation or other form of confirmation does not signify our acceptance of your application. James Street Dental Arts, PC reserves the right at any time after the receipt of the application to accept or decline for any reason. James Street Dental Arts, PC may require additional verification or information before granting a membership.
- i. James Street Dental Arts, PC does not suspend or “freeze” memberships. Memberships are nonrefundable and begin the date of payment or at the year anniversary date is reached.
- j. The member agrees and understands that they are entering into a binding contract by accepting Terms and Conditions.

### 3. Membership Responsibilities

- a. Applicants are responsible for ensuring that all applications details provided to James Street Dental Arts, PC are correct.
- b. Members must ensure that they inform James Street Dental Arts, PC that they are a member when making an appointment, and present their photo ID to the reception desk upon arrival to the office.
- c. Members must agree that they will not allow any use of Membership by third parties.

### 4. Fee Schedule

- a. Each member is entitled to receive discounts on specified services when using James Street Dental Arts, PC.

- b. The James Street Dental Arts, PC Fee Schedule is subject to change without notice. Fees quoted are only good for 90 days.

## 5. Payment Terms

- a. Memberships will last for twelve months from date of payment or from a stated commencement date provided by James Street Dental Arts, PC. James Street Dental Arts, PC may offer memberships that last for longer or shorter periods for promotional reasons.
- b. Memberships will be based on individual coverage.
- c. Credit cards may be used to pay for memberships. Visa, MasterCard and Discover are accepted forms of payment. CareCredit cannot be used for the membership fee, but can be used to pay for treatment.
- d. Membership in the James Street Dental Arts, PC Wellness Program does not become effective until successful payment has been confirmed.
- e. James Street Dental Arts, PC will have the right to refuse or cancel any applications placed for memberships at the incorrect price in the event a membership is listed at an incorrect price or with incorrect information due to a typographical error in pricing or product information.
- f. James Street Dental Arts, PC shall have the right to refuse or cancel any applications whether or not the applications have been confirmed and your credit card is charged. James Street Dental Arts, PC shall immediately issue a credit to your account in the amount of the charge if your credit card has already been charged for the purchase and your application is cancelled.
- g. James Street Dental Arts, PC may also accept other methods of payment at their discretion. These may include payment over the phone, direct deposits, checks and money orders. James Street Dental Arts, PC is under no obligation to accept payment by these alternate methods. Please contact James Street Dental Arts, PC for payment alternatives.

## 6. Membership Renewal

- a. James Street Dental Arts, PC may, but is not required to, give notice via mail, email, or telephone that your membership will be expiring,

prior to the expiration date identified in your membership confirmation.

- b. It is the responsibility of the members to supply James Street Dental Arts, PC with current payment information to process a membership renewal without a lapse in membership.
- c. In any event, it is the responsibility of the member to ensure that James Street Dental Arts, PC has received payment for membership prior to the expiration date. James Street Dental Arts, PC is not responsible and assumes no liability to any member for failure to provide James Street Dental Arts, PC with current payment information for membership renewal.

## 7. Privacy/Security Matters

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

## 8. Other Websites

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

## 9. Governing Law

This Wellness Program plan shall be governed by and construed and interpreted in accordance with the laws of the State of New York without regard to its principles of conflicts of laws. The courts of the State of New York in Onondaga County shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement. The parties consent to personal jurisdiction in New York in any federal or state action commenced to enforce its terms.

## 10. Disclosures

- a. This WELLNESS PROGRAM PLAN IS NOT INSURANCE. James Street Dental Arts, PC is not an insurance provider and no membership benefits are in the form of any insurance coverage. If you have any questions regarding your insurance, please contact your insurance provider directly.
- b. This Wellness Program plan only provides discounts for certain dental services provided by James Street Dental Arts, PC. This does not include goods or products purchased at James Street Dental Arts, PC.
- c. [Members are required to pay for all dental services on the day the services are provided but may receive a discount on certain services as contemplated by the Wellness Program membership terms and conditions.
- d. If you have any questions regarding James Street Dental Arts, PC Wellness Program, please contact James Street Dental Arts, PC at 315-463-0295.

## 11. Limitations and Exclusions

- a. Non-compliance with recommended course of treatment.
- b. Services which in the opinion of the attending dentist are neither necessary nor recommended for the patient's health.
- c. Oral surgery requiring the setting of fractures or dislocations.
- d. Treatment of malignancies, cysts or neoplasms or congenital malformations, except congenital anomaly of a tooth or teeth covered from birth.

- e. Hospital benefits for any dental procedure.
- f. Loss or theft of dentures or bridgework.
- g. General sedation and IV sedation.
- h. Services for injuries or conditions which are covered under Worker's Compensation or Employers Liability Laws. Services which are provided without cost to the member by any municipality, county or other political subdivision.
- i. Services that cannot be performed because of the general health, physical or psychological limitations of the patient.
- j. Periodontics, endodontics, oral surgery, orthodontics pedodontics, or other procedures requiring the services of a non-participating dentist.
- k. Prophylaxis (simple teeth cleaning) is limited to twice per year.
- l. Prescription drugs and over the counter drugs.
- m. 3D x-rays

The terms and conditions of the James Street Dental Arts, PC Dental Wellness Program as well as the [www.jamesstdentalarts.com](http://www.jamesstdentalarts.com) Terms of Use, govern the dental plan or dental program that you are purchasing through your submission of the enrollment form. All members subscribing to this plan should read this Agreement and the incorporated terms of use on the website and communicate any questions that may arise to a James Street Dental Arts, PC representative at:

By phone: 315-463-0295

By email: [info@jamesstdentalarts.com](mailto:info@jamesstdentalarts.com)

By mail: James Street Dental Arts, PC

3309 James Street

Syracuse, NY 13206