

Practice-Web Inc.
P. O. Box 4678
El Dorado Hills, CA 95762
(800) 845-9379 Sales/Fax



Subscriber Agreement for PromptCalls™ Reminder Service

This agreement is made on _____ day of _____ by and between Practice-Web Inc ("Vendor") located in El dorado Hills, California and Dr. _____ ("Customer") whose office is located at _____.

Practice-Web Inc. agrees to provide you ("Customer") with the use of PromptCalls™ Appointment Reminder Service ("Service") on a month-to-month basis starting on _____.

1. Service

The Service includes initial setup of voice, email & text messaging reminders for the Customer's office (as per Appendix A) using Practice-Web appointment scheduler and automatic update of Practice-Web database. The service will utilize patient record for Preferred Contact Method and Preferred language (English/Spanish) The Vendor will also provide support and updates for the front-end application (PromptCalls™) during the paid usage period.

2. Payment Terms

After the conclusion of the 15-day trial, Customer agrees to pay \$129/month* (regular \$169/month, price subject to change) per location for up to 500 contacts (messages) per month. The number of contacts (e-mail messages are exempted from total count) exceeding 500 in a month will be charged at \$0.25/message. A one-time setup fee of \$100* (regular price \$200) shall apply under a special offer. If the customer has signed the agreement for Automated Text Messaging service then the combined discounted cost would be \$149/month* (regular \$198/month).

I, the undersigned authorize the Vendor to debit my bank account (separate ACH agreement is required) for monthly charge. I can cancel the Service with 30-day written notice to Practice-Web Inc. If my ACH debit transaction is declined or and payment is past due, a \$20 fee will apply to that month's payment. If two consecutive transactions are declined, a late fee of \$40 may apply.

3. Security

The Customer is responsible to ensure that others do not gain unauthorized access to their server computer by taking appropriate security measures. The Customer is solely responsible for any and all transmitted contents. The Vendor makes no representation or warranties with respect to or in connection with security or confidentiality of data transmission. In no event shall Vendor be liable for any loss of content or other claims, losses, actions, damages, suits resulting from unauthorized access. The Vendor may collect and accumulate demographics & on-personalized information about the Customer's patients. The Customer agrees that it has given its informed consent for the collection and use of Customer's information as described herein. The Vendor represents and warrants that it shall comply with HIPAA Privacy requirements for Protected information.

4. Maintenance

The Vendor may perform scheduled and unscheduled maintenance to the Service. The Service may not be available during such times. The Customer acknowledges and agrees that the Vendor shall not be liable for any losses, claims arising out of any interruption of the Service as a result of maintenance activity.

5. General Provisions

Waiver. No Waiver by Vendor or the Customer of any breach or default by the other of any of the other's obligations under this Agreement shall be deemed to be a waiver of any other breach or default of the same or any other nature. Vendor is not responsible for loss of communication to patients due to unavailability of the local server, lost Internet connection, invalid phone numbers or invalid or blocked emails or block on recipient's phone. No failure by Vendor or the Customer on any one or more occasions to exercise any right or remedy provided in this Agreement shall preclude the exercise of such right or remedy on any other occasion.

Binding Effect. This Agreement shall be binding on and for the benefit of Vendor and the Customer and their respective legal representatives and successors.

Entire Agreement. Any oral or written statements, understandings, correspondence, purchase orders, or agreements previously made by Vendor and the Customer with respect to the subject matter of this Agreement are merged into this Agreement, which alone fully and completely expresses the respective obligations of Vendor and Customer.

Governing Law. This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed exclusively by the laws of the State of California.

Effective Delivery. A party's transmission by facsimile or by electronic signature of a copy of this Agreement duly executed by that party shall constitute effective delivery of the Agreement.

Dr.

Date

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Serving Dental Community since 1988

Appendix A Setup Questionnaire for PromptCalls Reminders Service

Office Name: _____

Dentist Name: _____

Main Office Number: (appears on your patient's caller-ID) _____

Email address used to send messages: _____

Email address used to receive messages: _____

During Voice call, how should we identify ourselves to the caller? e.g. *Hello, this is Bright Smiles Dental calling to remind.....*

Hello, this is _____ calling to remind...
When do you want PromptCalls to confirm your appointments via voice?

Confirm Appointment on:	Starting At:	For Day of Appointment e.g. Wednesday
<i>Monday</i>	<i>6 PM</i>	Monday
		Tuesday
		Wednesday
		Thursday
		Friday
		Saturday
		Sunday

How many days prior to the appointment do you want to send email reminders?
(Default 5 days): _____ Do not send email reminders _____

How many days prior to the appointment do you want to send SMS (text) reminders?
(Default 1 day): _____ Do not send text messages _____

How do you want birthday calls be made? Automatically on the birthdate _____

If two or more family members have appointments on the same day/same phone #, then
(default: separate calls) Place separate call _____ Single call _____

Note: If there is no answer on the home phone, PromptCalls will try calling patient's cell phone. On-demand Recall calls, birthday calls and outstanding treatment plan calls are available. Set patient's Preferred language in Family module.



Repetitive ACH Authorization

 New Payment Plan

 Change an Existing Plan

CLIENT NAME	ACCOUNT ID (IF APPLICABLE)
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RESPONSIBLE PARTY (Name on the checking account)	
NAME (FIRST-MIDDLE-LAST)	FEDERAL TAX ID

OFFICE PHONE # ()	EMAIL ADDRESS
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FINANCING INFORMATION: Monthly payment will be paid directly from your bank account.					
BALANCE DUE	PAYMENT	TRANSACTION FEE (by Practice-Web)	TOTAL PAYMENT	PLEASE CHECK BOX FOR YOUR PAYMENT DATE(S)	START DATE
				<input type="checkbox"/> 3 RD <input type="checkbox"/> 10 TH <input type="checkbox"/> 18 TH <input type="checkbox"/> 25 TH	

"I hereby agree to the 'Terms & Conditions' shown below and authorize the automatic debiting of my bank account according to the above payment schedule until the 'Balance Due' shown above is paid in full. I agree to provide notice of any change to my bank information at least 1 week in advance of the next payment date."

SIGNATURE OF RESPONSIBLE PARTY	DATE
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EITHER ATTACH VOIDED CHECK OR LIST BANK INFORMATION BELOW. (Do NOT use a deposit slip!)

Bank Name _____	Phone _____						
Bank Address _____							
City _____	State _____ Zip _____						
<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	Check # (from sample check) _____						
BANK ROUTING NUMBER:	ACCOUNT NUMBER:						
<table border="1" style="width:100%"> <tr> <td style="width:25%"> </td> <td style="width:25%"> </td> <td style="width:25%"> </td> <td style="width:25%"> </td> </tr> </table>					<table border="1" style="width:100%"> <tr> <td style="width:50%"> </td> <td style="width:50%"> </td> </tr> </table>		
<p>TIPS TO IDENTIFY ROUTING AND ACCOUNT NUMBERS:</p> <p>There are three sets of numbers along the bottom line of your check the Bank Routing Number, the Account Number, and the check number. The easiest way to identify each of these is through the process of elimination. First, eliminate the check number. This will leave the Routing number and account number. The [: symbols will always be at the beginning and end of the 9 digit Routing Number. The account number is what is left over and will be anywhere from 5 to 16 digits</p>							

Bank Routing Number Always 9 Digits	Check Number	Account Number 5-16 Digits
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FAX COMPLETED FORM TO 800-845-9379

TERMS AND CONDITIONS

DOCPAY is a trade name of Complete Systems, Inc. and has been authorized by Practice-Web Inc. to administer this payment plan. The transaction fee indicated above is applied each time the Responsible Party's account is debited. Should there be insufficient funds in the account, additional debits may need to be processed. **There is a return charge of \$10.00 for all returned items.** Upon default of the above payment schedule due to Insufficient funds withdrawal of the authorization, nonpayment or bankruptcy, the entire unpaid balance may, at the option of Practice-Web Inc. be declared immediately due and owing. In such cases Responsible Party agrees to pay the reasonable cost of collection and/or attorneys fees as permitted by the governing laws of the state. Neither Practice-Web, Depository nor Complete Systems, Inc. is liable for any incidental or consequential damages stemming from the transfer of funds unless due to fraud or willful misconduct. Responsible Party should receive a monthly statement from the above listed bank showing funds transferred. DOCPAY does not collect insurance payments.

REQUIRED INFORMATION - PAY PLAN CANNOT BE PROCESSED WITHOUT THIS!		
CUSTOMER NAME PRACTICE-WEB INC.	I.D. CODE 29691	PHONE # 800-845-9379

Your monthly payment will appear on your bank statement showing **DOCPAY ACH** as the payee.

In the event a payment is rejected or returned unpaid, a \$10.00 NSF fee will be added to your account.

If you change your bank account, you must notify Practice-Web at least 15 days prior to your next payment date.

For account changes or any other questions regarding your account please call your Practice-web contact.