

PERSONAL SMILE PLAN MEMBERSHIP AGREEMENT

The following terms and conditions of this Member's Agreement (“Agreement”) which are incorporated herein by reference as if fully set forth below, govern the Smile Plan Discount dental program (“Plan or Program”) that you are purchasing for yourself or your family through your submission of the enrollment form. All Members subscribing to a Plan or Program should read this Agreement and the Terms of Use carefully and communicate any questions that may arise to a Eagle Valley Dental Member Service Representative at:

By Phone:
651-998-1008

By U.S. Postal Mail:
Eagle Valley Dental
Smile Plan Member Services
2110 Eagle Creek Lane
Woodbury, MN 55129

By email:
CustomerCare@eaglevalleydental.com

MEMBER’S AGREEMENT

On behalf of yourself and your dependents, if applicable, you agree to the following:

By submitting your enrollment request form, you acknowledge that you have read, understand and agree (on your own behalf and on behalf of your dependent family) to adhere to the following terms and conditions. Failure to adhere to these terms and conditions may result in immediate termination of your participation in the Plan or Program.

1. DESCRIPTION OF PROGRAM’S FEATURES:

Each Member is entitled to receive discounts on specified services when using only Javan Dental Inc. DBA Eagle Valley Dental for their dental needs. Members are entitled to receive certain dental services from Eagle Valley Dental at predetermined rates and for a percentage discount off the Provider’s normal retail prices for such dental services.

Other terms and conditions, the dental services eligible for discounts, and the discounted fees for the dental services included are listed in the Membership fulfillment package and are subject to change, modification or substitution by the Eagle Valley Dental from time to time. In order to receive dental services at the discounted rate, a Member must identify themselves as *Smile Plan* member to Eagle Valley Dental before dental services are rendered. Members must pay their fees at the time of service.

2. MEMBERSHIP TERM:

Coverage becomes effective on the day you sign the application and pay the first year premium.

3. AUTOMATIC RENEWAL OF MEMBERSHIP TERM:

YOUR MEMBERSHIP WILL BE AUTOMATICALLY RENEWED ON AN ANNUAL BASIS.

Once you are accepted into the Plan, you will be billed on an annual basis. You can request to cancel your membership by contacting one of our staff. Upon receipt of your request, the membership will be cancelled effective your annual renewal date. There will be no refund of any and all annual premiums paid.

4. COMPLAINT PROCEDURE:

Any complaint regarding Plan or Program Membership should be directed to Customer Care at the phone number shown above or it should be sent in writing to the address shown above.

6. MEMBERSHIP PAYMENT/BILLING:

Once you are accepted into the Plan, you will be billed the membership fees on an annual basis. You hereby authorize Eagle Valley Dental to bill and receive payment for the Membership Fee as set forth in the Agreement. Eagle Valley Dental reserves the right to increase the Membership Fee from time-to-time, in which case the member will be notified of the increased Membership Fee, which will be effective when annual premiums are due.

Checks returned as unpaid (NSF) will be assessed a \$25.00 service charge. Past due accounts that are not brought current within 15 days of the billing statement are subject to suspension and possible account termination.

7. MEMBER ACKNOWLEDGEMENTS:

Membership in the Plan or Program and or Member's rights or duties under this Agreement may not be assigned or delegated without the prior express written consent of Eagle Valley Dental. Member agrees that he/she will use his/her Plan or Program Membership only for his/her personal benefit or for the benefit of his/her Family Members (if Family Program is elected). "Family Members" are defined by the specific Plan or Program chosen by the Member. A Member's violation of this Paragraph may, at the discretion of Eagle Valley Dental, result in immediate termination of the Plan or Program Membership. Member is responsible for paying Eagle Valley Dental for all dental services rendered. The Program is not insurance and it may not reduce deductibles, co-payments or other out-of-pocket expenses for dental services that are covered by insurance.

Member further understands that Eagle Valley Dental agrees to make certain services and supplies available to Members on a "Reduced Fee Service" basis. The term "Reduced Fee

Service" means a service that is available to a Member at a discount from fees normally charged by Eagle Valley Dental and for which the Member is solely financially responsible. Member understands that all payments to providers are due and payable at the time of service, unless another payment arrangement is mutually agreed upon between the Member and Eagle Valley Dental. Members shall be subject to the treating Eagle Valley Dental late payment and other office policies.

8. DISCLAIMER OF WARRANTIES:

SMILE PLAN IS NOT INSURANCE AND IT MAY NOT REDUCE DEDUCTIBLES, CO-PAYMENTS OR OTHER OUT-OF POCKET EXPENSES FOR DENTAL SERVICES THAT ARE COVERED BY INSURANCE.

9. NOTICES:

Any notice, consent, approval, complaint, request or other written communication given or required under this Agreement must be sent by first class mail, postage prepaid, or by an overnight delivery service such as Fed Ex or United Parcel Service, and addressed to the Member, at the address shown in Eagle Valley Dental records, or from the Member to Eagle Valley Dental, at:

Eagle Valley Dental
2110 Eagle Creek Lane
Woodbury, MN 55129

10. ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement and understanding between the parties with regard to Member's Membership in the Plan or Program and constitutes a final, complete and exclusive statement of the terms of the agreement between the parties with respect to Member's Membership in the Plan or Program. Any other representation, inducement, promise or agreement shall be of no force or effect.

11. VALIDITY; BINDING EFFECT:

The validity or unenforceability of any term of this Agreement will in no way affect the validity or enforceability of any other term of this Agreement.

12. GOVERNING LAW:

This Agreement will be governed and construed in accordance with the laws of the State of Minnesota regardless of any application or principles regarding conflicts of laws.

13. HEADINGS:

The headings or captions provided throughout this Agreement are for reference purposes only and will in no way affect the meaning or interpretation of this Agreement.

14. AMENDMENT:

This Agreement may only be amended in a writing signed or otherwise electronically acknowledged by the parties.

16. WAIVER OF BREACH:

A waiver by Eagle Valley Dental of a breach of any provision of this Agreement will not be deemed a waiver by Eagle Valley Dental of any other breach of the same or different provision.

DISCLOSURE:

Plans and Programs offered by Eagle Valley Dental are not dental insurance policies. The plan Member is obligated to pay Eagle Valley Dental for all the dental care services that he or she will receive, but, he or she will receive the Smile Plan discount from Eagle Valley Dental.