

# Terms & Conditions

## 1. Explanation of the terms

- a. 'NDP' refers to National Dental Plan Powered by Certegy Ezi-Pay.
- b. 'Certegy Ezi-Pay' is the financial provider (please refer to Certegy Ezi-pay Dental Merchant Agreement)
- c. 'Dental Practice' means an individual dental practitioner, Dental Care Professional, or a Corporate Body which, is a registered Dental Practice of NDP and is the owner of the goodwill of the Registered Patients and subject to these Terms.
- d. 'Contract' means a contract as provided by National Dental Plan or Certegy Ezi-Pay and any document is 'prescribed.'
- e. 'Registered Patients' are patients agreeing to a NDP Powered by Certegy Ezi-Pay payment plan.
- f. 'DBA' means the Dental Board of Australia.

## 2. General Fee Structure

- a. Dental Practice will pay \$35 per plan activated.
- b. The practice cost for the NDP Upfront Guaranteed Payment Plan is a percent of the financed amount, commencing at 3.9% and covers the cost of the upfront payment up to \$3,000. For Upfront Guaranteed Payment Plans greater than \$3,001 and up to \$9,000 the rate is 7.9% with no interest ever to the patient.

For additional Terms and Conditions please refer to the Certegy Ezi-Pay Dental Merchant Agreement.

## 3. Termination and Suspension of Registration and the Consequences of Termination

- a. Either NDP or a Dental Practice may end agreement by giving notice to the other party in writing.
- b. NDP may terminate, without notice, the Registration of a Dental Practice:
  - i. who proposes or enters into a voluntary arrangement with their creditors;
  - ii. who has a bankruptcy petition or a bankruptcy order made against them,
  - iii. whose conduct is deemed by NDP to have brought NDP or the dental profession into disrepute;
  - iv. who is convicted of a criminal offence;
  - v. where NDP reasonably suspects that a Dental Practice has committed a breach of these terms which, in NDP's reasonable opinion, jeopardizes or may jeopardize the health or safety of patients (whether Registered Patients or not);
  - vi. who is suspended or erased from the Dental Board of Australia (DBA) register;
  - vii. if it reasonably appears to NDP that the Dental Practice has ceased, or is about to cease, the practice of dentistry;
  - viii. if after reasonable efforts to contact a Dental Practice, in NDP's opinion it appears that

he/she has abandoned his or her Registered Patients.

- ix. who does not declare current or previous DBA disciplinary proceedings or actions against him/her.
- c. NDP may refuse to collect fees on a Dental Practice's behalf during a period of suspension by the DBA and will advise the Dental Practice in writing of any such decision.
- d. Termination of membership does not relieve a Dental Practice, or his/her estate, from their obligations to their Registered Patients.
- e. NDP reserves the right to cease provision of benefits of access and services upon termination of Membership.

## 4. Resolution of Disputes

Any dispute between NDP and a Dental Practice in relation to these Terms and Conditions shall be referred to a single arbitrator appointed by NDP.

## 5. Support and Upgrades contracts

Customers are required to be on continuous Support & Upgrades to continue to use the integration of National Dental Plan with Dental4Windows. If a customer ends their Support & Upgrades they will no longer be able to manage applications through the integration, reverting to the manual process.

## 6. Confidentiality

The parties agree that the terms and conditions of this Agreement and matters relating to its performance are confidential and will not be disclosed to third parties unless the parties agree, except where such disclosure is required by law or is to the respective parties' advisors, who shall in turn be required to keep the disclosed information confidential.

It is agreed that certain information that is Confidential Information may be disclosed. To ensure the protection of such Confidential Information, and to preserve any confidentiality necessary;

The Confidential Information to be disclosed can be described as and includes:

- a. Technical and business information relating, existing and/or contemplated products and services, production, costs, profit and margin information, finances and financial projections, specialized marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
- b. NDP agrees not to disclose the Confidential Information obtained to anyone unless required to by law, or unless agreed to in writing by the Dental Practice.