Serving Dental Community since 1988

Subscriber Agreement for pwConnect™ 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 unlimited 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 Vendor will also provide support and updates for the front-end application (PromptCalls) during the paid usage period. Confirmation link within text messages require current smartphones. Vendor does not warrant text message confirmation for all smartphone in the market and confirmation link may not work for some models of older smartphones.

2. Payment Terms
Customer agrees to pay $69/month* (regular $99/month, price subject to change) per location for up to 1200 outbound text messages per month. Each additional outbound text message over 1200 in a month will cost $0.03/message. A one-time setup fee of $99 (reg. price $200) shall apply. If the customer has signed the agreement for Automated pwReviews service then the combined discounted cost would be $129/month (regular $198/mon.

I, the undersigned authorize the Vendor to debit my bank account (separate ACH agreement is required) for the aforementioned monthly charges. 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 and non-confidential 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.

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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, invalid or blocked emails, block on recipient's phone, text message blocked by carrier or delay in delivery of text/email messages. 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

Appendix A
Setup Questionnaire for PromptCalls™ SMS (PWTexting™)

Office Name:_____

Dentist Name: _____ Total # of providers _____

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

Email address used to send messages: _____

Email address used to receive messages: _____
During email or text message it will be used to identify the Office.

When do you want PromptCalls to confirm your appointments via email?

Confirm Appointment on: *Monday*	Starting At: *6 PM*	Day of Appointment *e.g. Wednesday*
Monday		**Monday**
Tuesday		**Tuesday**
Wednesday		**Wednesday**
Thursday		**Thursday**
Friday		**Friday**
Saturday		**Saturday**

How many days prior to the appointment do you want to send email reminders for confirmation?
Default (4 days): ☐   5 days: ☐
How many days prior to the appointment do you want to send email reminders for information only?
21 Days: ☐   14 days: ☐

Text messages:
How many days in advance do you want PromptCalls to send text messages to confirm your appointments?
Day before ☐   2 Days Prior ☐   3 Days Prior ☐   4 Days Prior ☐

SMS (text message) as final reminder (no confirmation) is sent hour before.
Do not Send text reminders ☐

How do you want birthday text message be sent? Automatically on the birthdate ☐

Note: On-demand Recall messages and messages by insurance types or insurance plans are available. Preferred Confirm Method must be 'TextMsg' for patient to receive SMS. Set Patient's Preferred language (English/Spanish) in Family module.