

8. Other Websites

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

9. Governing Law

- a. These Terms and your dealings with Baystate Dental PC are subject to the laws of Massachusetts.

10. Disclosures

- a. THIS MEMBERSHIP PLAN IS NOT INSURANCE. Baystate Dental 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 membership plan only provides discounts for certain dental services provided by Baystate Dental PC. This does not include goods or products purchased at Baystate Dental PC.
- c. Members are required to pay for all dental services on the day the service is provided, but may receive a discount on certain services as contemplated by the membership terms and conditions.
- d. If you have any questions regarding the Baystate Dental PC membership, please contact Baystate Dental PC.

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 dental 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 anesthesia.
- 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 non-participating dentist.

- 12. The terms and conditions of this Membership Agreement as well as the Baystate-Dental.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 and communicate any questions that may arise to a Baystate Dental PC representative at:

By Phone: 877-507-1616
email: info@baystate-dental.com
By mail: Baystate Dental PC
1795 Main Street, Suite 116
Springfield, MA 01103



Baystate Dental PC

With offices in:

Belchertown

413-323-7654

Chicopee

413-534-5144

East Longmeadow

413-525-9500

Longmeadow

413-567-9600

Ludlow

413-589-0083

Springfield

413-733-6651

West Springfield

413-734-9400

Wilbraham

413-509-1500



**Simplify Your
Dental Needs**

**Baystate Dental PC
Membership**

**Application
with
Terms & Conditions**



Helping People Smile Since 1983

www.baystate-dental.com

Baystate Dental PC Membership Application

Date _____

Member Name _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

(_____) _____ (_____) _____
Home Phone _____ Cellular _____

email _____

How did you hear about the Baystate Dental PC Membership Plan?:

**I have read and agree to the Baystate Dental PC
Membership Terms and Conditions:**

Signature (Member or Guardian) _____ Date _____

Print Name _____

The following to be filled out by Baystate Dental PC Personnel

Amount Paid: _____ Cash Check MasterCard
 Visa Discover Care Credit
 AMEX Wells Fargo

Effective Date: _____

Name to appear on Membership Card _____

Employee signature _____

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

Terms & Conditions

1. General

a. The Baystate Dental PC Membership program is governed by the following terms and conditions. All individuals purchasing memberships with Baystate Dental PC should understand these terms and conditions. Applicants are required to accept these terms and conditions before purchasing a membership and receiving its benefits. Baystate Dental PC reserves the right to make changes to these terms and conditions at any time.

2. Membership Policy

- Only applications completed correctly and paid in full will be granted membership.
- Baystate Dental PC reserves the right to verify the details submitted to obtain membership. Applications may be declined if details submitted are inaccurate or incomplete.
- Memberships include coverage for the applicant only. Membership privileges do not extend to family members. Photo identification will be required when visiting Baystate Dental PC to verify the identity of a person possessing a Baystate Dental PC membership.
- Baystate Dental PC has the right to cancel memberships before the duration stipulated if unauthorized users are utilizing the membership. A refund will not be given.
- You must be at least 18 years old to submit an application for membership with Baystate Dental PC. Parents can submit an application on the behalf of a child up to the age of 18.
- You cannot utilize the Baystate Dental PC Membership if you have any dental insurance plan or any dental insurance coverage. It cannot be used as a secondary membership to any primary insurance plan. The Baystate Dental PC membership cannot be used in addition or in conjunction to any discount dental plan.
- You must be the legal owner of the credit card being used to make payment for a membership.
- Your receipt of an electronic confirmation or other form of confirmation does not signify our acceptance of your application. Baystate Dental PC reserves the right at any time after the receipt of the application to accept or decline for any reason. Baystate Dental PC may require additional verification or information before granting a membership.
- Baystate Dental PC does not suspend or "freeze" memberships. Membership are non-refundable and begin the date of payment or at the provided date of commencement and does not cease until the twelve-month anniversary date is reached.
- The member agrees and understands that they are entering into a binding contract by accepting the Terms and Conditions.

3. Member Responsibilities

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

4. Fee Schedule

- Baystate Dental PC will provide a fee schedule for cost of services and membership savings.
- Each Member is entitled to receive discounts on specified services when using Baystate Dental PC. Members are entitled to receive certain dental services from Baystate Dental PC providers at predetermined rates and for a percentage discount off the normal retail prices for such dental services. Members must pay the Provider directly at the time of Service unless otherwise agreed upon between Baystate Dental PC and the Member.
- The Baystate Dental PC Fee Schedule is subject to change without notice.

5. Payment Terms

- Memberships will last for twelve months from the date of payment, or from a stated commencement date provided by Baystate Dental PC. Baystate Dental PC may offer memberships that last for longer or shorter periods for promotional reasons.
- Memberships will be based on individual coverage.
- Credit cards may be used to pay for memberships. Visa, MasterCard, Discover, American Express, Care Credit and Wells Fargo Financing are accepted forms of payments. Baystate Dental PC does not store or record credit card numbers.
- Baystate Dental PC does not issue membership until a successful payment has been confirmed.
- Baystate Dental 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 or error in pricing or product information.
- Baystate Dental PC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. Baystate Dental 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 order is cancelled.
- Baystate Dental PC may also accept other methods of payment at their discretion. These may include payment over the phone, direct deposits, checks, and money orders. Baystate Dental PC is under no obligation to accept payment by these alternate methods. Please contact Baystate Dental PC for payment alternatives.

6. Membership Renewal

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

7. Privacy/Security Matters

- Baystate Dental PC may need to collect certain personal information from individuals in order to grant memberships. Baystate Dental PC may contact you to ascertain particulars that would improve the services provided to members. Memberships will not be granted without this information.
- Baystate Dental 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 Baystate Dental PC website. References can be made to the Baystate Dental PC Privacy Policy for a detailed explanation of the use of personal information.