



**CDAnet**

CANADIAN DENTAL ASSOCIATION

**Re: CDAnet Subscription Agreement**

Thank you for your interest in CDAnet. Attached please find the CDAnet subscription agreement you requested.

The subscription agreement details the terms and conditions regarding your application for, and the terms and conditions regarding your use of CDAnet. In your province, CDAnet is provided without charge to dentists who are members of the Canadian Dental Association (CDA).

Should you have any questions regarding the subscription agreement or CDAnet services, please do not hesitate to contact us.

Sincerely yours,

Sylvie Dupuis  
CDAnet Service Representative

[sdupuis@cda-adc.ca](mailto:sdupuis@cda-adc.ca)  
1-800-267-9701

# *CDAnet*<sup>TM</sup> SUBSCRIPTION AGREEMENT

## Introduction

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### What is the CDAnet Subscription Agreement?

The subscription agreement details the terms and conditions regarding your application for, and the terms and conditions regarding your use of CDAnet. **CDAnet is provided without charge to dentists who are members of the Canadian Dental Association (CDA).**

This subscription agreement is between you and CDA. It confirms the fact that CDAnet has been created by dentists, for dentists; and it balances your interests as an individual dentist with the interests of the profession as a whole - as represented by CDA.

You must read this subscription agreement before applying for, or using CDAnet. This subscription agreement contains, among other things, limited warranties, disclaims all other warranties or conditions of merchantability, merchantable quality or fitness for a particular purpose, limits liability, and excludes all liability for incidental, consequential, and punitive damages. If you do not agree to the terms of this subscription agreement, do not apply for, or use CDAnet.

### Important note!

This subscription is for one dentist only. Every dentist in your office who plans to submit claims in his or her name on CDAnet must complete a subscription agreement.

### How to Complete the CDAnet Subscription Agreement

*(Coming Soon)*

Complete online at [www.cda-adc.ca](http://www.cda-adc.ca);

*or*

Complete the Subscriber Identification section legibly and in full; and

Mail or fax the entire Subscriber Identification Section.

CDAnet  
Canadian Dental Association  
1815 Alta Vista Drive  
Ottawa, Ontario K1G 3Y6

Tel: 1-800-267-9701

Fax: 613-523-7070

Email: [cdanetservice@cda-adc.ca](mailto:cdanetservice@cda-adc.ca)

Web: [www.cda-adc.ca](http://www.cda-adc.ca)

When we receive your application, we will contact you to provide you with a CDAnet identification number, a CDAnet office number and start date. Welcome to CDAnet!

## CDAnet™ Subscription Agreement

**1. Terms, Conditions and Definitions.** This Subscription Agreement details the terms and conditions regarding your use of CDAnet. In this Agreement:

“CDA” is the Canadian Dental Association.

“CDAnet” is the trade-mark owned by CDA.

“CDAnet Participant” means any person (other than you) or entity authorized by CDA to participate in CDAnet and includes certain persons or entities providing dental claims capture, transmission, messaging, electronic transaction, switching, acknowledgment, adjudication, predetermination and/or payment services through CDAnet and certain persons and entities providing software to access or use CDAnet.

“Data Extract” means the data extracted from dental claims submitted through CDAnet, which data shall not identify the dentist, the claims processor, the plan sponsor, or the patient.

**2. Processing your Application.** If your application is approved, CDA will issue you a CDAnet identification number, a CDAnet office number, written instructions on the use of CDAnet and reasonable telephone support. Your access to, or use of, CDAnet is considered your agreement to abide by and be bound by this Subscription Agreement.

**3. Modifications to Agreement or Service(s).** CDA may at any time: (i) revise the terms and conditions of this Subscription Agreement; and/or (ii) change the services provided under this Subscription Agreement. Any such revision or change will be binding and effective thirty (30) days after: (i) posting of the revised Subscription Agreement or change to the service(s) on CDA’s websites; and/or (ii) notification to you by email or postal mail. You agree to periodically review the current version of the Subscription Agreement available on CDA’s websites, to be aware of any such revisions or changes. If you do not agree with any revision to the Subscription Agreement or change to the service(s), you may terminate this Agreement at any time by providing notice to CDA. By continuing to use CDAnet thirty (30) days after posting or notification of any revision to the Subscription Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes.

**4. Termination of Agreement and Notice.** Either you, or the CDA, may terminate this Subscription Agreement at any time by giving notice to the other party by postal mail, by email or by other electronic means. Any notice given by electronic means is deemed to have been given and received on the date of transmission. Any notice given by postal mail shall be deemed to have been given and received on the fifth day following its mailing, provided that during any period of postal mail disruption, notice shall be given by electronic means.

**5. Your Obligations upon Termination.** Upon termination of this Subscription Agreement, you shall no longer access, or use, CDAnet.

**6. Your Warranties.** You warrant to CDA and CDAnet Participants that: (i) you are, and will be at all times during the currency of this Agreement, duly registered or licensed to practice dentistry in Canada; (ii) you will comply with the rules and procedures for accessing CDAnet; (iii) all the information you provided to CDA in the Subscriber Identification section of this

Subscription Agreement is accurate; (iv) you will promptly notify CDA of any change in the information set forth in the Subscriber Identification section of this Subscription Agreement; (v) the electronic submission of a dental claim by you to a CDAnet Participant constitutes a certification by you that the dental claim is an accurate statement of services performed and of the total fee payable, errors and omissions excepted; and (vi) you have read and understood this Subscription Agreement, agree to be bound by it, and agree that access to, or use of, CDAnet is evidence of such agreement.

**7. Patient Consents and Data Extract.** You agree to obtain each of your patient's consent to: (i) submit dental claims and/or predetermination through CDAnet; and (ii) to provide the Data Extract. You agree to keep original copies of patients' consents on file for a period of three (3) years and to provide copies thereof to CDA, or to the appropriate CDAnet Participant upon request. You release all right, title and interest in and to any Data Extract.

**8. Acknowledgments and Disclaimers.** You acknowledge and agree: (i) that access to, and use of, CDAnet is solely at your own risk; (ii) that all such services are provided on an "AS IS" and "AS AVAILABLE" basis; (iii) that the adjudication, processing, validation and/or payment of any dental claim submitted through CDAnet are not the responsibility of CDA; (iv) that the response to any request submitted by you through CDAnet is not the responsibility of CDA; and (v) that CDA is not responsible for, and shall have no liability with respect to, any product and/or service obtained by you from a third party. CDA and CDAnet Participants disclaim any and all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither CDA, nor any CDAnet Participant, makes any warranty that CDAnet will be uninterrupted, timely, secure or error free; nor does CDA, or any CDAnet Participant, make any warranty as to the results that may be obtained from the use of CDAnet, or the accuracy or reliability of any information submitted or obtained through CDAnet.

You acknowledge and agree that the acknowledgments, disclaimers and exclusions contained in this paragraph 8 shall extend to the benefit of CDA and all CDAnet Participants, and shall survive termination of this Subscription Agreement.

**9. Limitations of Liability.** This paragraph 9 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to CDAnet or this Subscription Agreement, and to the extent permitted by applicable law, CDA's and CDAnet Participants' aggregate total liability for damages sustained by you and any third party shall be limited, in the aggregate, to \$10.00 (Canadian). The liability limitations provided in this paragraph 9 shall be the same regardless of the number of transactions or claims. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Subscription Agreement, neither CDA, nor any CDAnet Participant, will be liable to you or to any third party for incidental, consequential, special, punitive, or exemplary damages of any kind.

You acknowledge and agree that the exclusions and limitations of liability in this paragraph 9 shall extend to the benefit of CDA and all CDAnet Participants, and shall survive

termination of this Subscription Agreement.

**10. Indemnity.** You agree to indemnify and hold CDA and CDAnet Participants harmless from and against any third party claim resulting from, or arising out of: (i) the breach of your warranties, representations and obligations under this Subscription Agreement, or (ii) your use or misuse of CDAnet. This indemnification obligation shall survive the termination of this Subscription Agreement.

**11. Privacy.** CDA's privacy statement is available at [www.cda-adc.ca](http://www.cda-adc.ca). You authorize CDA to collect, retain, use and disclose your personal information for these purposes and to share such personal information with CDAnet Participants. You also authorize CDAnet Participants to disclose your personal information to CDA.



CANADIAN DENTAL ASSOCIATION

**SUBSCRIBER IDENTIFICATION**

**PLEASE COMPLETE THIS FORM LEGIBLY AND IN FULL**  
*This information will allow CDA to provide full CDAnet services  
and to properly administer that service.*

Name of Subscribing Dentist: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Office Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Office Telephone No.: ( ) \_\_\_\_\_ Facsimile No.: ( ) \_\_\_\_\_

**Is this your preferred mailing address for all CDA Correspondence** YES  NO

Office E-mail address: \_\_\_\_\_

Dentist's E-mail address: \_\_\_\_\_

**If incorporated, please give name of incorporated company** \_\_\_\_\_

If you are already on CDAnet please provide your UIN: \_ \_ \_ \_ \_

Provincial License number: \_ \_ \_ \_ \_

**When will you be ready to start submitting claims?** \_\_\_\_\_

Member of Canadian Dental Association? YES  NO

Member of Provincial/Territorial Dental Association? YES  NO

Are you a certified specialist? YES  NO

*If YES, Please Specify Specialty* \_\_\_\_\_

Please indicate language of choice: English  French

Is your software system currently sending CDAnet claims for another dentist? YES  NO

*If YES, please provide the CDAnet Office Number and/or names of participating dentists.*

**CDAnet Office Number:** \_ \_ \_ \_ (4 digits)

**Dentists Name(s):** \_\_\_\_\_

What is the name of the software vendor providing your dental office system? \_\_\_\_\_

Will you be submitting claims from more than one location? YES  NO

*If YES, please fill out a new subscription agreement form for each office that you want to be added to.*

**FOR CDA USE ONLY:**  
**Start Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **CDA ID #:** \_\_\_\_\_