



AVENUE DENTAL PLAN

MEMBER AGREEMENT

Thank you for choosing Avenue Dental Plan. Below are some important details regarding your membership. Please read carefully and feel free to ask questions.

CONTACT INFORMATION:

Avenue Dental Plan, LLC
222 Karen Avenue Unit 2104
Las Vegas, NV 89109
Phone: 1-888-SMILE-04
Website: www.avenuedentalplan.com
Email: info@avenuedentalplan.com

TYPE OF PLAN:

This is a discount fee plan. By paying an annual and/or monthly fee to Avenue Dental Plan you will be entitled to receive dental services at reduced rates. Please understand the following:

- (a) That Avenue Dental Plan is not a policy of health or dental insurance;
- (b) That Avenue Dental Plan provides discounts from providers of health care who provide health care or medical/dental services to members;
- (c) That Avenue Dental Plan does not make payments directly to the providers of health care;
- (d) That the Member will be required to pay for all health care or medical services but will receive a discount from those providers of health care who have contracted with the dental discount plan;

DEFINITIONS:

Eligibility: Your rights to receive dental services at reduced rates as a member.

Annual Anniversary Date: The date you initially sign up for your plan. For example: If you sign up on January 16, 2024, your annual anniversary date is January 16, 2025.

Fee Schedule: The list of procedures that are eligible for discounts through Avenue Dental Plan

Network Dentist: A General Dentist who has agreed with Avenue Dental Plan to provide services at the reduced rates outlined in this Description and Fee Schedule.



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Network Dental Specialist: A specialty is an area of dentistry that has been formally recognized by the National Commission on Recognition of Dental Specialties. A Dental Specialist is a

Dentist who has agreed with Avenue Dental Plan to provide services at reduced rates. Please keep in mind Dental Specialists fees may vary from General Dentist fee schedules.

Choice of Dentists: To be entitled to the reduced rates, members must visit a Network Dentist. If you receive services from a dentist who is not a Network Dentist, you will not be entitled to the discount fees provided by the plan. You can visit any Network Dentist. The Network Dentists names and addresses are included in the Provider Directory. If you want the name and location of other nearby Network Dentists, or if you have a question about Avenue Dental Plan's Network Dentists, please visit the website for more information or call our toll-free number.

Commencement of Services: Debit and credit cards are the only accepted form of payment. By submitting your credit or debit card information to Avenue Dental Plan you are agreeing to the Terms of this Agreement, you are also authorizing recurring payments on your credit or debit card and a one-time processing fee of \$25.00. Payments will be processed based on your selected plan.

Once your enrollment is received and processed, Avenue Dental Plan will send you an email confirming your payment. Eligibility begins within 5 business days of when Avenue Dental Plan receives your payment. Expedited processing fees may apply at member's request.

You must present a form of government identification to your Network Dentist before you receive treatment in order to verify active membership.

Termination: Avenue Dental Plan reserves the right to terminate members from its plan for any reason, including non-payment. If Avenue Dental Plan terminates the plan or your membership for a reason other than non-payment, you will receive a pro-rata refund of your membership fees.

Additional Members Plan: Additional Members (in 2 Member and 3-6 Member) are allowed to be added at any time until you reach your plan capacity however these members can only be substituted once a year on your anniversary date.

Renewal of Eligibility: By joining the plan, you are authorizing Avenue Dental Plan to bill your credit card or debit card for the plan you have selected. This charge shall renew monthly or annually until you notify Avenue Dental Plan by submitting for cancellation (see Cancellation of



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Services Section). By joining, you indicate you have read the terms and conditions of the plan. This plan will automatically renew at the end of your membership term, and your credit card or debit card will be automatically charged or drafted for the appropriate amount. Membership fees for years after your initial year of services are subject to change. **The \$25 enrollment/activation (non-refundable) fee may be waived on annual renewals if the membership has not lapsed for more than 30 days. If membership has lapsed for a period of more than 30 days, members are subject to a \$25 reactivation fee (non-refundable).**

Cancellation of Services: You may cancel your plan at any time online in your member portal or by calling or emailing Avenue Dental Plan:

Phone: 1-888-764-5304

Email: info@avenuedentalplan.com

Member may cancel their Avenue Dental Plan membership by providing **no less than thirty (30) days' written or verbal notice**. If Member provides fewer than thirty (30) days' notice, the cancellation shall be effective **on the first day of the following billing month**. No prorated refunds will be issued for partial months. The enrollment/activation/reactivation fee is non-refundable. Cancellations require the following: name, date of birth and reason for cancellation.

Processing and Membership Fees: Upon sign-up, you will pay an initial annual or monthly membership fee and an activation fee of \$25.00 through your credit or debit card. Applicable membership fees for the initial year of services are as follows:

Pricing Options

	<u>Monthly</u>	<u>Annually</u>
1 Member	\$15	\$149
2 Member	\$19	\$189
3-6 members	\$24	\$239

Membership fees for years after your initial year of services are subject to change. By agreeing to terms and conditions of this Agreement, you are authorizing recurring payments on your credit card which will remain on file until cancelled. You may cancel this authorization at any time by contacting us.



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Dental Services and Fees: Avenue Dental Plan reserves the right to change the fee schedule at any time, and any new fee schedule will apply to all dental services received by members.

Liability: Providers contracted by Avenue Dental Plan are solely responsible for the professional advice and treatment rendered to members and Avenue Dental Plan disclaims any liability with respect to such matters.

Your Responsibility for Payment and Fees: Once you receive services from a Network Dentist/Specialist, your Network Dentist/Specialist will bill you directly for those services at the rates outlined in the Fee Schedule. You will pay the billed amount to your Network Dentist/Specialist. As a member you are obligated to pay for all healthcare services at the time of the your appointment. Savings are based upon provider's usual fees. Actual savings may vary depending on location and specific services purchased. This is a discount dental fee plan only. No amounts are payable by Avenue Dental Plan either to you or your Network Dentist/Specialist. Procedures not listed on the fee schedule are not eligible for discount.

Disputes: If you would like to file a complaint regarding your plan membership, you may submit your complaint in writing to:

Avenue Dental Plan, LLC
222 Karen Ave Unit 2104
Las Vegas, NV 89109

Forms to file a complaint are also available online under your member portal. Complaints must include the following to be considered valid: Complainants' name, postal and email address along with a complete detailed description of the alleged incident or complaint. Avenue Dental Plan will acknowledge the receipt of the complaint within 14 business days of receipt and will notify member of the resolution of the complaint/grievance within 45 business days of receipt of complaint.

Specialist Services: If your Network Dentist does not perform certain procedures, you may seek another Network Dentist that performs these procedures but you may be subject to additional costs for exams by changing to a new provider. Avenue Dental Plan does not guarantee that Network Dentists can provide all services listed on fee schedule. Some dental procedures may need to be performed by a Dental Specialist. Procedures offered are at the discretion of the Network Dentist or the Specialist.



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Specialist Fee Schedules vary from General Network Dentist Fee Schedules. Ask your dentist for specific pricing on the procedures they are recommending to you.

Office Hours and Emergency Services: Your Network Dentist should be available during their regularly scheduled office hours. Office hours and Emergency Services may vary per office. Please contact your Network Dentist for details regarding office hours and emergency services. Avenue Dental Plan cannot guarantee availability of Network Dentists.

Termination of Network Dentist: Avenue Dental Plan will provide an updated Network Provider Directory to applicant at time of activation and will update this Directory every six months on its website. It is the member's responsibility to check for updates and ensure they are seeing a Dentist within the Network in order to receive discounted fees. Avenue Dental Plan is not responsible to ensure members are only seeing Network Dentists. If your Network Dentist is no longer in network you may contact Avenue Dental Plan seek another Network Dentist.

If You Have Dental Insurance: Since Avenue Dental Plan does not provide insurance, it does not coordinate benefits with any dental insurance you or your family members may have. If you have dental insurance, you should contact your dental insurer for information on what benefits will be paid.

Confidentiality: Each Network Dentist and Avenue Dental Plan itself is required by law to keep your personal healthcare information confidential. No such information can be released except with your written consent or as expressly authorized by law.

Summary of Discounts: The fee schedule provides discounts on major categories of dental services available under this Plan. Not all dental services are available under this Plan. See Fee Schedule to determine which services are available for discounts.



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Additional Terms & Conditions

No Medical or Clinical Services

Avenue Dental Plan does **not provide dental or medical care**. All dental services are provided solely by independent, licensed dental providers. Treatment decisions, diagnoses, and care are the responsibility of the treating provider and patient.

No Protected Health Information (PHI)

Avenue Dental Plan does **not collect, receive, store, or transmit protected health information (PHI)** as defined under the Health Insurance Portability and Accountability Act (HIPAA). Member information is limited to enrollment, billing, and membership administration data.

Membership & Payments

Membership fees are paid directly to Avenue Dental Plan and are **not refundable**, except as required by applicable law or as expressly stated in writing. Membership discounts apply only while the membership is active and in good standing.

Provider Participation

Participating providers may change at any time. Avenue Dental Plan does not guarantee availability of any specific provider or service.

Limitation of Liability

Avenue Dental Plan is not responsible for the quality, outcomes, or availability of dental services provided by participating providers.

Changes to Terms

Avenue Dental Plan reserves the right to modify these Terms & Conditions at any time. Continued use of the program constitutes acceptance of updated terms.



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SMS Terms & Conditions

1. SMS Consent & Privacy

By providing your mobile number and opting in, you consent to receive SMS/text messages from **Avenue Dental Plan**.

Your phone number will **never be sold or shared with third parties for marketing purposes**. SMS information is used solely to communicate with you regarding your Avenue Dental Plan membership and related services.

2. Types of SMS Communications You May Receive

If you have opted in, Avenue Dental Plan may send you text messages related to:

- Membership status or renewal reminders
- Billing updates or payment confirmations
- Provider network updates
- Appointment-related reminders (if applicable)
- Customer service follow-up messages
- Promotions or offers related to Avenue Dental Plan (only if you have opted in to marketing messages)

Example Message:

“Hello! This is a reminder regarding your Avenue Dental Plan membership. For questions, reply HELP. To opt out, reply STOP at any time.”

3. Message Frequency

Message frequency may vary depending on your activity and communications needs.

- You may receive **up to 4 messages per month** regarding account, billing, or membership status.

Example Disclosure:

“Message frequency varies. You may receive up to 4 SMS messages per month regarding your Avenue Dental Plan account.”

4. Message & Data Rates

Standard message and data rates may apply according to your mobile carrier’s plan.

These charges are your responsibility and may vary for domestic versus international messaging.

5. How to Opt-In



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You may opt in to receive SMS/text messages from Avenue Dental Plan in any of the following ways:

- Verbally confirming consent during a conversation
- Checking the SMS consent box on our online or paper forms
- Submitting your mobile number through our website's enrollment or contact forms

Providing your phone number does not automatically opt you in—you must provide clear, affirmative consent.

6. How to Opt-Out

You may opt out of SMS messaging at any time.

- Simply reply **STOP** to any text message you receive.
- This will immediately remove you from all non-essential SMS communications.
- You may also request removal by contacting us directly at **[Insert Email or Phone]**.

Once you opt out, you will not receive further SMS messages unless you opt back in.

7. HELP & Support

If you are experiencing issues or need assistance:

- Reply **HELP** to any message,
or
- Visit our website at **www.avenuedentalplan.com**
or
- Contact customer support at **888-764-5304**.

8. Standard Messaging Disclosures

- Message and data rates may apply.
- You can opt out at any time by texting **STOP**.
- For assistance, reply **HELP**.
- Message frequency may vary based on your communication preferences.
- All SMS communication complies with applicable TCPA and CTIA guidelines.

By checking the box below, you agree to all terms and conditions as previously set forth in this Agreement and understand that you are authorizing recurring payments on your credit or debit card.