



**Information Request Form and Terms and Conditions Agreement
for the use of
The Electronic Bill Presentment and Payment System**

(ALL FIELDS ARE REQUIRED, PLEASE PRINT CLEARLY)

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| CLIENT INFORMATION: | |
| Client Name: _____ Group Code/Payor ID: _____ Address Line 1: _____ Address Line 2: _____ Address Line 3: _____ City, State, Zip Code: _____ | Select Request Type: <input type="checkbox"/> New e-Bill Client <input type="checkbox"/> Change to active User <input type="checkbox"/> Add New User |
| PRIMARY CLIENT CONTACT INFORMATION: | |
| Last Name, First Name: _____ Applicable Invoices(s) to View: _____ _____ E-Mail Address: _____ Telephone Number: _____ Pay Invoice (select one): <u>YES / NO</u> User ID (6-10 characters): _____ PHI Access (select one): <u>YES / NO</u> City Born (Security Verification Purposes): _____ | Primary User is: <input type="radio"/> Client Employee <input type="radio"/> Vendor/TPA Select Billing Type(s): <input type="radio"/> Premium (Fully Insured) <input type="radio"/> Claims (Self Insured) <input type="radio"/> Admin (Self Insured) |
| ADDITIONAL CLIENT USER INFORMATION : | |
| <u>Additional User 1</u> | |
| Last Name, First Name: _____ Applicable Invoices(s) to View: _____ _____ E-Mail Address: _____ Telephone Number: _____ Pay Invoice (select one): <u>YES / NO</u> User ID (6-10 characters): _____ PHI Access (select one): <u>YES / NO</u> City Born (Security Verification Purposes): _____ | User 1 is: <input type="radio"/> Client Employee <input type="radio"/> Vendor/TPA Select Billing Type(s): <input type="radio"/> Premium (FullyInsured) <input type="radio"/> Claims (Self Insured) <input type="radio"/> Admin (Self Insured) |
| <u>Additional User 2</u> | |
| Last Name, First Name: _____ Applicable Invoices(s) to View: _____ _____ E-Mail Address: _____ Telephone Number: _____ Pay Invoice (select one): <u>YES / NO</u> User ID (6-10 characters): _____ PHI Access (select one): <u>YES / NO</u> City Born (Security Verification Purposes): _____ | User 2 is: <input type="radio"/> Client Employee <input type="radio"/> Vendor/TPA Select Billing Type(s): <input type="radio"/> Premium (FullyInsured) <input type="radio"/> Claims (Self Insured) <input type="radio"/> Admin (Self Insured) |
| <u>Additional User 3</u> | |
| Last Name, First Name: _____ Applicable Invoices(s) to View: _____ _____ E-Mail Address: _____ Telephone Number: _____ Pay Invoice (select one): <u>YES / NO</u> User ID (6-10 characters): _____ PHI Access (select one): <u>YES / NO</u> City Born (Security Verification Purposes): _____ | User 3 is: <input type="radio"/> Client Employee <input type="radio"/> Vendor/TPA Select Billing Type(s): <input type="radio"/> Premium (FullyInsured) <input type="radio"/> Claims (Self Insured) <input type="radio"/> Admin (Self Insured) |
| DAVIS VISION USE ONLY: | |
| Name of Client Manager facilitating and reviewing this request: _____ | Review Date: _____ |
| | |

Copy of this page should be utilized for additional users

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(Rev 6/2010)

Terms and Conditions Agreement

AGREEMENT BETWEEN USER AND ADDITIONAL USERS (IF APPLICABLE)
AND
DAVIS VISION, INC. AND ITS WHOLLY OWNED SUBSIDIARIES
(Collectively referred to as "Davis Vision")

Whereas, this Electronic Bill Presentment and Payment System (hereinafter referred to as the "e-Bill System") is offered to you, the "User", conditioned on your acceptance without modification, of the terms, conditions, and notices contained in this Terms and Conditions Agreement (hereinafter referred to as the "Agreement").

Whereas, all of the information you have provided in this Information Request Form is true and complete. You authorize Davis Vision to issue you a user name and password for continued use of the e-Bill System.

Whereas, the e-Bill System and the services it provides are to be used only in connection with the vision care services as they relate to the Agreement between Davis Vision and User's Organization named above; and

Whereas, Davis Vision shall be responsible and liable for the accuracy of the data only as of the date and time it is transmitted (the "Data"). You recognize that the Data is subject to change.

Now, therefore, this Agreement is made between User and the plan sponsor or Primary Client (as identified above) in its capacity as plan sponsor and plan administrator of its group health plan ("GHP") and agree to be bound as follows:

- 1. In General. eDelivery means a service allowing for the electronic presentment and retrieval of reports and other agreed-upon data ("Data"), and may include the ability to electronically view and pay bills owed to Davis Vision via Davis Vision's Website (known as "e-Bill").
2. Authorization/Application for Access. Following receipt and review of this Agreement, Davis Vision shall assign a logon ID and password to each User, along with the date on which it will be authorized to utilize eDelivery.
3. Logon IDs and Passwords. Each User will not disclose or otherwise make logon IDs or passwords available to any third party.
4. Security. Primary Client shall to maintain reasonable and appropriate security procedures to prevent unauthorized access to Data in their office(s) or system(s).
5. Standard Transactions. If so required, the parties agree to conduct standard transactions in accordance with HIPAA, as well as Davis Vision's policies and procedures.
6. Liability. Primary Client agrees that Davis Vision, its affiliates, employees officers or directors, suppliers and licensors shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, losses or expenses arising out of eDelivery, any use or the inability to use Davis Vision's information systems.
7. Further Assurances. Davis Vision may require Primary Client to make further amendment to this Agreement as necessary to keep the eDelivery service compliant with applicable laws and regulations.
8. Intellectual Property Restrictions. Nothing within any of the material and content of the eDelivery service shall be construed as conferring any license under Davis Vision's or any third party's intellectual property rights.
9. Proprietary Information. Data disclosed pursuant to this Agreement may also include information regarding Davis Vision's business practices to which a User would not otherwise have access but for eDelivery ("Proprietary Information").
10. Termination. Davis Vision reserves the right to terminate a User's use of eDelivery at any time with or without cause.
11. Notices. Any required notices under this Agreement shall be given to the addresses noted below.

BY SIGNING BELOW, the individual with authority to bind Primary Client in its individual capacity and on behalf of GHP represents that he/she has read the foregoing eDelivery Agreement and agrees to be bound by it effective on the last date set forth below. A signature sent by facsimile transmission shall have the full force and legal effect of an original signature.

DAVIS VISION, INC.

AUTHORIZED CLIENT CONTACT:

NAME: _____

PRINT NAME: _____

DATE: _____

SIGNATURE: _____ DATE _____

ADDRESS: ATTN: Client Management
159 Express Street
Plainview, NY 11803

ADDRESS: _____

FAX: (516) 932-9770

FAX: _____