



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

(All fields required)

(rev 1/2009)

CLIENT INFORMATION:		
Organization Name: _____ Group Code: _____ Address Line 1: _____ Address Line 2: _____ Address Line 3: _____ City, State, Zip Code: _____	Request: (check one) (N)ew _____ (C)hange _____ (D)elete _____	
PRIMARY CLIENT CONTACT INFORMATION:		
Last Name, First Name: _____ City Born: _____ Applicable Subgroup(s) or 'ALL': _____ Pay Invoice (Y/N): _____ E-Mail Address: _____ PHI Detail View (Y/N): _____ Telephone Number: _____ User ID (6-10 characters): _____	Billing Type: (check as appropriate) FFS _____ Admin _____ CAP _____	
ADDITIONAL CLIENT USER INFORMATION :		
<u>Additional User 1</u>		
Last Name, First Name: _____ City Born: _____ Applicable Subgroup(s) or 'ALL': _____ Pay Invoice (Y/N): _____ E-Mail Address: _____ PHI Detail View (Y/N): _____ Telephone Number: _____ User ID (6-10 characters): _____	Billing Type: (check as appropriate) FFS _____ Admin _____ CAP _____	
<u>Additional User 2</u>		
Last Name, First Name: _____ City Born: _____ Applicable Subgroup(s) or 'ALL': _____ Pay Invoice (Y/N): _____ E-Mail Address: _____ PHI Detail View (Y/N): _____ Telephone Number: _____ User ID (6-10 characters): _____	Billing Type: (check as appropriate) FFS _____ Admin _____ CAP _____	
DAVIS VISION USE ONLY:		
Name of associate facilitating this request:		Change Date:

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"). Your use of the e-Bill System constitutes your agreement to all terms, conditions, and notices that Davis Vision may from time to time impose for continued use of the e-Bill System; and

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. You agree that this user name and password shall not be given to any other individual other than the individual(s) listed in this Information Request Form. Should another individual in your organization require access to the e-Bill System, such individual shall also complete the Information Request Form and be given a separate user name and password and agrees to be bound by the terms of this Agreement. Should access to the e-Bill System need to be removed, you agree to notify Davis Vision promptly and in writing to remove such access; and

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. You shall be responsible and liable for any use of the Data except in such cases where liability accrues as a result of the direct negligence of Davis Vision; and

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 "eBill").

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. Users of eBill may also be required to complete an on-line application for access before obtaining an on-line User ID and password.

3. Logon IDs and Passwords. Each User will not disclose or otherwise make logon IDs or passwords available to any third party. If a User ceases to be a User for any reason, including termination from employment or contractual obligation, or the User otherwise discloses his or her intent to resign, Primary Client shall notify Davis Vision within three (3) days so that Davis Vision can disable the applicable logon ID and password. Primary Client are responsible for any breaches of security relating to use of any User's logon ID and password until Davis Vision has disabled that logon ID and password. If a breach or suspected breach of this provision occurs, Primary Client or a User must notify Davis Vision immediately by telephone.

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). Further, such procedures shall comply with data security standards that may be imposed by the Health Insurance Portability and Accountability Act of 1996 and regulations implemented there under (collectively, HIPAA), as well as applicable laws and regulations.

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 (including Davis Vision's Website), or in connection with any failure, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure, even if Davis Vision is advised of the possibility of such damages, losses or expenses.

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. By its execution of this User Form and Agreement, each User automatically agrees to be bound by any such amendment.

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, whether by estoppel, implication, waiver or otherwise. Except as expressly provided to the contrary Primary Client and User agree not to modify, alter, or deface any trademarks, service marks, or other intellectual property of Davis Vision made available through the eDelivery service. Primary Client and User further agree not to (i) use any of the trademarks, service marks or other content accessible through the eDelivery service by Davis Vision, or (ii) adapt, translate, modify, decompile, disassemble, or reverse engineer the eDelivery service or any software or programs used in connection with the eDelivery service.

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"). Accordingly, and unless otherwise specifically addressed in an prior agreement between Davis Vision and Primary Client, each User shall limit access to Proprietary Information to those persons who actually carry out the purpose(s) for which it was disclosed, and take such measures as are reasonably necessary to prevent further disclosure or use of Proprietary Information.

10. Termination. Davis Vision reserves the right to terminate a User's use of eDelivery at any time with or without cause. Davis Vision may immediately terminate a User's use of eDelivery if the User breached any agreement with Davis Vision or Davis Vision has reason to believe that there has been or may be an unauthorized use or disclosure of a logon ID or password or the eDelivery service.

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. Returning of this form via eMail constitutes approval for e-Bill set-up and acceptance of its terms and conditions.

DAVIS VISION, INC.

NAME: _____

DATE: _____

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

PRIMARY CLIENT

NAME: _____

DATE: _____

ADDRESS: _____

FAX: _____