

CLINIC CONCIERGE — TERMS & CONDITIONS

(Effective Date: November 18th 2023)

1. About Clinic Concierge

1.1 Clinic Concierge (“Company,” “we,” “our,” or “us”) operates www.clinicconcierge.ca (the “Website”) and provides advertising, patient-lead generation, digital intake, and referral-matching services for cosmetic dental clinics (collectively, the “Services”).

1.2 Clinic Concierge is a Canadian, woman-owned business headquartered in Vancouver, BC.

1.3 By accessing the Website, creating a clinic account, viewing patient inquiries, or purchasing a lead, you (“Clinic,” “you”) agree to be bound by these Terms & Conditions (“Terms”).

1.4 If you do not agree to these Terms, you must immediately stop using the Website and Services.

2. Nature of the Service

2.1 Clinic Concierge is not a medical or dental provider.

2.2 We do not provide diagnosis, clinical recommendations, or medical advice.

2.3 We are an advertising and lead-generation service that connects clinics with verified cosmetic dentistry inquiries for procedures such as veneers, Invisalign, crowns, whitening, bonding, and similar treatments.

2.4 You acknowledge that:

- any treatment, advice, scheduling, or follow-up is exclusively between you and the patient;
 - Clinic Concierge is NOT a party to any patient-clinic relationship or financial agreement;
 - if the patient does not book, attend, purchase treatment, or continue with treatment, Clinic Concierge holds no liability, financial or otherwise.
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3. Use of the Services

3.1 To access the Services, clinics must:

- submit the registration form;
- provide accurate information;
- be approved by Clinic Concierge; and
- maintain an active billing method (credit card or invoicing).

3.2 Approval does not represent endorsement, certification, or verification of clinical quality.

3.3 Clinics must use the Website only for lawful purposes and in accordance with these Terms.

4. Lead System & Exclusivity

4.1 Leads are displayed to all approved clinics simultaneously.

4.2 First-come-first-served: When a clinic purchases a lead, it becomes exclusive to that clinic.

4.3 Upon purchase, clinics unlock:

- full patient contact details;
- intake form responses;
- call transcript and/or recording (where available).

4.4 All sales are final except for the limited replacement policy under Section 8.

4.5 Clinic Concierge does not guarantee:

- lead volume;
- availability of certain tiers;
- minimum or maximum number of leads;
- specific revenue outcomes.

4.6 Clinics must not attempt to circumvent, extract, scrape, or collect lead data outside the platform.

5. Lead Tiering System

5.1 Leads are ranked based on:

- intent level (Ready to Book, Seriously Considering, Early Interest);
- estimated case size (units or treatment value);

- completeness of intake;
- patient responsiveness.

5.2 Tiers currently used (may expand over time):

- Platinum — Ready to Book + Premium case size
- Gold — Seriously Considering + Medium/Premium case size
- Silver — Early Interest + Medium case size OR Seriously Considering + small case
- Bronze — Early Interest + small case

5.3 Tier names, definitions, and pricing may change without notice.

6. Data Accuracy, Verification & Limitations

6.1 Clinic Concierge verifies patient data using AI-assisted screening with human review.

6.2 Verification includes:

- identity signals
- contact information
- budget and timeline
- geographic proximity

6.3 However, Clinic Concierge cannot guarantee:

- patient responsiveness
- accuracy of patient-submitted information
- that the patient will answer calls, attend consults, or purchase treatment

6.4 All leads are provided as is and as available.

7. Pricing, Billing & Payment

7.1 Clinics may pay via:

- credit card
- approved invoicing

7.2 When a clinic purchases a lead, the payment is charged immediately.

7.3 Pricing is based on tier and may change without notice.

7.4 No subscription is required unless the clinic opts in.

7.5 All purchases are final except for replacement under Section 8.

8. Refunds & Replacement Policy

8.1 Clinic Concierge does not offer cash refunds for leads.

8.2 A lead may qualify for a 1:1 replacement if:

- contact information is invalid (e.g., phone number not in service), AND
- multiple attempts were made over a 7-day period, AND
- the issue is reported within 30 days of purchase.

8.3 A replacement is not offered if:

- the patient changes their mind;
- the patient books but no-shows;
- clinic quote or pricing is outside patient budget;
- clinic delays contacting the patient;
- competition from other clinics affects outcome.

8.4 Replacement decisions are at Clinic Concierge's sole discretion.

9. Clinic Responsibilities

Clinics agree that:

9.1 You are solely responsible for:

- your communication with patients;
- scheduling, follow-up, reminders;
- clinical outcomes and quality of care;
- compliance with provincial dental regulations;
- compliance with CASL (email/texting consent rules).

9.2 You will not contact patients via alternative channels before purchasing the lead.

9.3 You will maintain accurate records of all communication with patients.

9.4 You will not misrepresent your services, credentials, pricing, or outcomes.

10. Privacy, Data Protection & Compliance

10.1 Clinic Concierge operates under PIPEDA and applicable provincial privacy laws.

10.2 We use encrypted transmission and secure storage of lead data.

10.3 Patients explicitly consent to share information with local dental clinics for the purpose of consultation scheduling.

10.4 Clinics must:

- protect unlocked patient data;
- use it only for legitimate treatment-related communication;
- comply with all privacy laws including CASL/CAN-SPAM;
- restrict access to authorized staff only.

10.5 Clinic Concierge may purge patient data upon request.

11. Intellectual Property

11.1 All content on the Website — including text, graphics, design, intake systems, tier methodology, and the lead-card format — is owned by Clinic Concierge.

11.2 Clinics may not:

- copy or imitate the lead display format
 - scrape, extract, or reproduce intake logic
 - build competing services using our methodology
 - reverse engineer or replicate our data systems
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12. Service Modifications

12.1 Clinic Concierge may modify, update, suspend, or discontinue any Service without notice.

12.2 Clinics agree that we hold no liability for:

- downtime
 - website errors
 - feature changes
 - delays in listing new leads
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13. No Warranty / No Guarantee of Results

13.1 Clinic Concierge makes no guarantee regarding:

- treatment outcomes
- patient follow-through
- consult attendance
- purchase decisions
- revenue generated

13.2 Services are provided “as is” without warranties of any kind.

14. Limitation of Liability

14.1 Clinic Concierge’s total liability is limited to the amount paid for the affected lead.

14.2 Clinic Concierge shall NOT be liable for:

- lost profits
 - lost patients
 - no-shows
 - cancellations
 - reputational harm
 - indirect, incidental, or consequential damages
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15. Indemnification

You agree to indemnify and hold harmless Clinic Concierge from any claim arising from:

- your interaction with patients
 - your clinical work or advice
 - your violation of privacy or marketing laws
 - your misuse of the Services
 - disputes between you and any patient
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16. Anti-Bypass Rule

Clinics may not attempt to:

- obtain patient data outside the platform
- re-identify anonymized data
- contact inquiry sources directly
- create competing lead systems based on our data

Violation results in immediate termination.

17. Dispute Resolution

17.1 Before litigation, parties must attempt a 30-day negotiation period, followed by:

17.2 Mediation in British Columbia (virtual or in-person).

17.3 If unresolved, disputes may proceed to binding arbitration in BC under the Arbitration Act.

17.4 This clause does not prevent urgent injunctive relief.

18. Governing Law

These Terms are governed by the laws of British Columbia, Canada.

19. Termination

Clinic Concierge may suspend or terminate accounts for:

- breach of these Terms
- fraudulent activity
- misuse of patient data
- attempts to bypass the platform

Clinics may terminate their account by written notice.

20. Severability

If any clause is found unenforceable, the remainder shall remain in effect.

END OF TERMS