

# DR. PHYLLIS BOOKS

## TERMS OF PROGRAM ENROLLMENT

The following terms of Enrollment govern your participation in the Books Neural Therapy™ (BNT) Certification Program (the "Program") presented by DR. PHYLLIS E. BOOKS DC PC d/b/a BOOKS INSTITUTE ("Company"). Please read these Terms of Enrollment carefully. By visiting and using the Program Portal/Membership Site you agree that your use of our Site, participation in our Program, the training provided as part of the Program and use of Program materials is governed by the following terms and conditions, together with our Terms of Service and Privacy Policy.

**Books Neural Therapy™**, delivered on-line, includes:

- videos
- written content
- online lesson plans
- course modules
- worksheets
- checklists
- surveys
- suggested reading for self-study
- images
- downloads
- "picture protocols"
- procedure guides and summaries
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**The Books Neural Therapy™ Certification and Licensing Guidelines are as follows:**

### **I. Books Neural Therapy™ Level I-3**

- A. Required Reading:** a) *Reversing Dyslexia* by Phyllis Books; b) *House of Miracles* by Bernice Dotz
- B. Suggested Reading:** Carla Hannaford's *Smart Moves*, Peter Levine's *Waking the Tiger* Sally Goddard's books on primitive reflexes., Jane Healy's *Your Child's Growing Mind*; George Goodheart's *Applied Kinesiology*; anything by John Upledger on *Cranial Sacral Technique*, Donna Eden's *Energy Medicine*
- C. Helpful related courses:** Brain Gym; Touch for Health; Cranial Sacral Technique classes,
- D. Prerequisite or as part of Level 1:** Before attending BNT Level One LIVE Skills Practicum, Send in proof of proficiency in Muscle Testing (e.g. Touch for Health Level One) and proof of Basic Anatomy and Physiology knowledge (courses, part of allied professional licenses). If you're rusty, utilize the app: Discover Human Body-anatomy and Physiology.

## **E. How to become a Certified and Licensed BNT Practitioner:**

1. Complete all online classes and attend LIVE practicums for Levels 1-3.
2. Pass a written and practical exam (in person or if overseas by skype)
3. Receive BNT sessions from Dr. Books or a Certified BNT Practitioner until you are entirely clear through Level 3 (extra charge separate from the BNT Training)
4. Submit License to touch (check with your state or country, as many states require no license and you will not be diagnosing))
5. Submit notes on sessions for BNT1-3 on 4 clients
6. Write 200 words on how you see yourself utilizing BNT
7. Certification subject to written approval of Dr. Books and the Books Institute Advisory Board
8. Once you become a BNT Certified and Licensed Practitioner (licensing automatically begins 12 months after beginning class assuming certification requirements are met within 12 months), you become listed on the website.

**Note:** Please note the difference between Certification and Licensing. **Certification** assures your technical competence in performing BNT. **Licensing** allows you the legal right to perform BNT. Both are required for you to practice BNT. You will note in #8, you have a year from the time you begin your BNT training to become proficient and certified. After the first year, you will also become licensed and will pay regular fees for that (much as Microsoft has you pay for the right to use their branded products). This assures quality control and brand recognition which is good for your long term success.

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## **Terms and Conditions:**

We are committed to providing all participants with a positive experience.

### **1. Content:**

- Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice, tailored to any individual.
- Program content is for personal use only, and may not be sold, recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of Company, or its designated agent.
- All materials, procedures, policies, and standards, all manuals, all teaching aids, and the like that have been or will be made available by us or Dr. Phyllis Books or her designated facilitators, or any other source, oral or written, are for personal use in or in conjunction with this program only.
- We assume no responsibility for errors or omissions that may appear in any program materials.

- User names and passwords may not be shared with any third-parties.
- You acknowledge that you have an on-going service practice based on your experience and expertise and seek to participate in this program so that you can apply what you've learned and experienced to be able to structure and optimize your practice services as well as your marketing efforts in the future. In this regard, you understand that you are responsible for building your own business, marketing your own brand, getting your own patients and clients—all without any obligation to us.
- Any violation of Company's policies regarding content usage shall result in the immediate termination of your enrollment without refund.

## **2. Privacy & Confidentiality:**

We respect your privacy and must insist that you respect the privacy of fellow Program participants.

We respect your confidential and proprietary information ideas, plans and trade secrets (collectively, "Confidential Information") and must insist that you respect the same rights of fellow Program participants and of the Company.

Thus, you agree:

- not to infringe any Program- participants or the Company's copyright, patent, trademark, trade secret or other intellectual property rights;
- that any Confidential Information shared by Program participants or any representative of the Company is confidential and Proprietary, and belongs solely and exclusively to the Participant who discloses it or the Company, as applicable;
- not to disclose such information to any other person or use it in any manner other than in discussion with other Program participants during Program sessions;
- that all materials and information provided to you by the Company are its confidential and proprietary intellectual property belong solely and exclusively to the Company, and may only be used by you as authorized by the Company;
- the reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited;
- that if you violate, or display any likelihood of violating, any of your agreements contained in this paragraph the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

While you are free to discuss your personal results from our programs and training, you must keep the experiences and statements, oral or written, of all other participants in the program in the strictest of confidence

## **4. Refunds**

We have a "No Refund" policy. No refunds will be granted at any time, or for any reason.

## 5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

THIS PROGRAM IS CONTINUALLY UNDER DEVELOPMENT AND COMPANY. MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

NEITHER PHYLLIS BOOKS DC PC NOR BOOKS INSTITUTE NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS AND AGENTS ARE FINANCIAL ADVISERS AND NOTHING CONTAINED ON THE SITE IS INTENDED TO BE OR TO BE CONSTRUED AS FINANCIAL ADVICE.

## 6. License

Your use of, and access to the Program Materials, and designation as a BNT Certified Practitioner, is on a licensed basis. This means that the Program Material is the Company's property and you are being given permission to use it. So, Company hereby grants to you, the non-exclusive right, license and privilege to use (but not sublicense) the Program Materials and the Certification Designation for a twelve (12) month period which starts after you are certified by Company. A year after you start your BNT curriculum and after you pass the certification requirements (within 12 months from start date), you will automatically be enrolled into the Alumni Program. When you enroll in Company's Alumni Program a monthly fee will charged. Thus, after the 12 months period following your certification, you will be charged the sum of \$200 per month for your certification and you authorize BOOKS FAMILY HEALTH CENTER to charge your credit card or a bank withdrawal program for such amount on a monthly basis unless you cancel your enrollment at least 30 days before the beginning of a month. Cancellations can be requested either by calling emailing [drbooks@drphyllisbooks.com](mailto:drbooks@drphyllisbooks.com) with the word "Cancel" in the subject line. Additionally, you must complete a recertification process every two (2) years. This is the equivalent of continuing education hours plus retesting for proficiency.

Note: If the full BNT Certification requirements are not met within 12 months, an additional one year extension can be granted one time, at one-half the current full price of the current BNT Certification program. A payment plan may be utilized for the payment; but the payments are based on the one year total (i.e., it is not possible too extend the 12 months by 2 or 3 month, only 12 months)

Note: It is possible to re-take LIVE classes within the first twelve months at 70% off the usual rate or \$278/level.

Note: It is possible that in the future additional certification designations may become available. They will be addressed separately.

You agree to:

(a) constantly use your best efforts in the use of the Program Materials in a way to protect the good name and goodwill associated with the Program Material and Company.

(c) not to attack the title of Company in and to the Program Material nor attack the validity of the license granted hereunder;

(d) not harm, misuse or bring into disrepute the Program Material and Company, but to the contrary, will maintain the value and reputation thereof to the best of your ability;

(f) at all times comply with all applicable government laws and regulations, and all voluntary industry standards relating or pertaining to the use of the Programs and Materials, and shall maintain appropriate customary high-quality standards. You shall also abide by Company's suggestions and specifications regarding quality control over the use of the Program Material.

(g) abide by Company's recommendations regarding pricing for programs and sessions and agree not to publish fees on-line.

The license granted herein does not grant you any right, title or interest, at law or in equity, in or to any of Company's trademarks, service marks, copyrights, copyrighted material, or any derivative uses thereof or, the name or images of Dr. Phyllis Books, trade secrets or other rights or intellectual property of any kind, except as provided by said license. Further, such license applies only to those Program Materials and Certification Designations designated herein. You shall not represent to others or conduct yourself in any manner that might indicate to others, that you possess any other legal or equitable rights in our Program Material, Trademarks, copyrighted materials, trade secrets or other rights or intellectual property of any kind other than by virtue of the license granted hereunder.

Only a party with a current license to a Certification Designation may perform BNT services. BNT services shall be offered at the Suggested Retail Price as designated by Company, which may

be revised and updated from time to time.

Company shall have the right to approve all uses of the Program Material or derivative uses thereof.

Company shall have and hereby reserves all rights and remedies which it has, or which are granted to it by operation of law, to enjoin the unlawful or unauthorized use of the Program Material or Certification Designation (any of which injunctive relief may be sought in the courts, and also may be sought prior to or in lieu of termination), and to be compensated for damages for breach of this Agreement.

## **7. Termination**

A. Termination Upon Notice: Company reserves the right to limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based or digital or to terminate this Agreement and the License hereunder at any time, in its sole and absolute discretion, upon notice to you if:

- you become disruptive or difficult to work with;
- you fail to follow the program guidelines; or,
- you impair the participation of our instructors or participants in our program(s).

B. Termination After Notice and Opportunity to Cure: Without limiting the substance of the foregoing, in the sole and absolute discretion of Company, Company may provide you with written notice of default, and thereafter you shall have thirty (30) days from receipt of written notice of default in which to remedy any default hereunder (or, if the default cannot reasonably be cured within such thirty (30) days, to initiate within that time substantial and continuing action to cure the default) and to provide evidence thereof to the Company. If any default is not cured within that time (or if substantial and continuing action to cure the default is not initiated within that time), or such other period as applicable law may require, this Agreement shall terminate without further notice to you effective immediately upon expiration of the thirty (30) day period. Such defaults shall include: If you fail, refuse or neglect promptly to pay when due any monies owed to the Company, (or its affiliates, subsidiaries or designees) if you commit a material breach of any of your other obligations.

**Dispute Resolution**

1. All disputes arising under or concerning this Agreement are to be submitted to binding arbitration, in Austin, Texas, to be resolved in accordance with the laws of Texas.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

This Agreement constitutes the entire agreement between the parties, and may be amended only by a written instrument signed by the parties hereto.

Agreed:

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Phyllis Books, DC PC/BOOKS INSTITUTE**

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Name: Phyllis Books, DC

Date: \_\_\_\_\_

**Addendum #1**  
**DR. PHYLLIS E. BOOKS DC PC d/b/a BOOKS INSTITUTE**  
**Books Neural Therapy™ Brand/Intellectual Property Guide**

We want to help you understand Books Institute’s policies regarding the use of its Intellectual Property (“IP”). Our Copyrighted materials and Trademarks are the essence of our brand. Their misuse, whether intentional or not, could lead to a costly legal process. This document will help you understand exactly how you are (and are not) permitted to use our IP. If you have any questions, at any time, please contact us immediately. We take great measures to protect our IP which has been methodically developed over years of work. We ask that you are mindful of these rules in your practice as a graduate of the Books Neural Therapy Certification, as misuse of our IP can weaken and devalue the strength of our brand and the IP assets associated with it.

**Trademarks**

We own the trademark- Books Neural Therapy™. This term must always appear with the ™ symbol. Our logos, images, graphics and infographics also all form part of our IP. It is a violation to use our trademark, logos, images, graphics and infographics in any way other than referring to our brand or program.

**Improper Use of Trademarks in Names, Domain Names, and Descriptions of Services**

You may not use our trademarks in a way that implies that we are providing your services, rather than you. Nor may you cause or act in any way that confuses potential customers, website visitors or social media followers, as to the source of your services (i.e. using our IP to promote your own products or services by implying that they originate from us).

Your company or services should bear a name unique to you and that does not include our trademarks. You may not advertise your services as “approved”, “endorsed”, or as a “partner” of Books Institute. Nor may you hold yourself out as an employee or partner of Books Institute.

You may not use our trademark within a domain or sub-domain of your website or in your social media handles, whether or not you have added additional letters or characters or as the name or title of a social media page or group.

You may not use our trademark in your business name or as a trademark for your services.

Upon successful completion of the Books Neural Therapy™ Certification Program and licensing process, you may identify yourself and your services as a “BNT Certified Practitioner.”

You may not bid on or use Book Institute’s IP branded words, keywords (including misspellings) in any online advertising or engage in any PPC advertising at all driving traffic to our sites via affiliate or other links.

You absolutely may not use our IP in any negative way, or in a way that portrays us or any of our employees or representatives in a negative way.

**Copyrights**

The Books Neural Therapy™ programs, as well as all materials, forms and resources accompanying them, are our copyrighted works. We license current, successful graduates to use some of this material, but your rights to edit or adapt the material are strictly limited. All audio, visual and textual content of our programs, all text, images and video on our websites and numerous other creations and productions are all our copyrighted materials. We have invested considerably in the creative, financial, legal and production costs associated with our copyrighted works. They comprise some of the most important assets of our organization, and we need to take action to ensure that these works are not used improperly or without our permission.

You may NOT use our materials, handouts, worksheets, templates, audios, videos, or any other content from our course materials without our written permission. These are proprietary and you are not trained or certified to use these materials or to copy or distribute them in any way or form.

You may NOT publish, post, share, duplicate or adapt our copyrighted materials online or by other methods (including but not limited to Dropbox, Evernote or Facebook) without our express permission.

You are authorized to use some of the forms provided in our training program. We will indicate on the forms if they are permitted for such use. When using these forms, you may insert your own name and company name but must leave our branding on the forms.

In such instances where you do have our permission, you must always place the following copyright notice on the materials:

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Where your own material is also present, you must use the following copyright notice:

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**Disclaimers**

If you are looking for disclaimers to use on your webpage or other materials associated with your business, you may look to ours for reference; however, you should retain your own attorney in preparing appropriate disclaimers for your site and service.

**Thank You for Protecting Our Brand**

We hope these guidelines clarify how you may and may not use our IP in your own practice or business. Should you have any further questions, do not hesitate to contact us at [drbooks@drphyllisbooks.com](mailto:drbooks@drphyllisbooks.com)  
I agree to abide by these guidelines:

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Name

Date

## Terms of Enrollment Addendum: #2

The purpose of this addendum is to clarify and emphasize certain parts of the Terms of Enrollment. These items have been reviewed and approved by the Intellectual Property attorney and this addendum is written under his direction and advice.

- 1) According the Intellectual Property attorney, **anyone** who does BNT (including any employees or contractors) has to be officially trained by a certified BNT trainer (which is Dr. Books at this point and more will be added in the future). This assures standardization of care and upholds the reputation of BNT.
- 2) Pricing of BNT sessions is not to go on your website. (If you are an international student and different rules apply for your profession or your country, please let us know).
- 3) Pricing must follow "suggested retail pricing." Standardized pricing also assures brand standardization and consistency.
  - a) At this point in time, that is: BNT Basic levels 1-3 certification: \$90-\$125 per 30-40 minute session.
  - b) Any exceptions to this pricing need to be pre-approved in writing by Dr. Books and the Advisory Board BEFORE you mention other prices to potential clients.
  - c) Grants that offer research and statistics is one way to make BNT available to certain groups without their out-of-pocket expense.
  - d) During your first year while in "student status" versus Certified BNT Practitioner status you may charge less, but you may not say on your website you are doing BNT (according the Terms of Enrollment, you may only say that once you are Certified and Licensed).
  - e) SThe people you are doing sessions on while you are "student status" need to sign a paper acknowledging your student status, the potential difference in prices and their agreement to be touched by you.
- 4) What you may say on your website re: BNT™, once you are licensed and certified, is that Books Neural Therapy is a whole person approach to learning and behavior issues. Then the viewer can click on Learn More to be taken to the official Books Neural Therapy information on Dr. Books' website.
- 5) Understanding the difference between Certification and Licensing:  
**Certification** assures your technical competence in performing BNT.  
**Licensing** allows you the legal right to perform BNT. Both are required for you to practice BNT. You have a year from the time you begin your BNT training to become proficient and certified. After the first year, you will also become licensed and will pay regular fees for that (much as Microsoft has you pay for the right to use their branded products). This assures quality control and brand recognition which is good for your long term success.
- 6) Lack of adherence to any of the above may be cause for immediate termination of your association with Dr. Books and the Books Institute. (as described in the Terms of Enrollment Agreement). **Legal action will be taken whenever necessary.**
- 7) Please know your success in achieving the full potential of the training depends on many factors, including your professional and education background, your dedication, desire and motivation. Testimonials and examples used by the Company are not intended to represent a guarantee that anyone will achieve the same or similar results. By signing this agreement, you acknowledge that as with any endeavor, there is no guarantee you will achieve results through your participation in this training.

Agreed:

Signature \_\_\_\_\_

Printed Name : \_\_\_\_\_

Date: \_\_\_\_\_

Books Institute: \_\_\_\_\_

Date: \_\_\_\_\_