

## THE PBT® INSTITUTE MEMBERSHIP TERMS OF ENROLLMENT

The following Terms of Enrollment govern your participation in the Program presented by **DEBI SILBER COMPANIES, LLC D/B/A THE PBT® INSTITUTE** (“Company”, “we”, “us”, or “our”). 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, and use of Program materials is governed by the following terms and conditions, together with our Terms of Service and Privacy Policy.

**THE PBT® INSTITUTE MEMBERSHIP** (“Program”) is an educational Program, run on a month-to-month basis. While you are encouraged to stay in the program for a full year, you are not required to do so. You’ll learn tools, strategies, and research-based information to move forward from an experience with betrayal (from a family member, partner, friend, coworker, self, etc.). The Program is delivered entirely online, and includes:

- **Content** - Enjoy quicker-paced or more gently moving programs to predictably and consistently guide you through the proven and research-based Five Stages from Betrayal to Breakthrough
- **Coaching** - Certified PBT® Coaches (coaches/healers) and Practitioners (therapists/ doctors) who’ve been there, understand what you need, and meet with you as part of your (Upgraded) membership
- **Classes** - Daily classes, taught by Dr. Debi Silber, Certified PBT® Coaches, and Practitioners around every topic that can help you heal physically, mentally, and emotionally
- **Community** - A private, supportive community of people who are lifting each other up, sharing what’s worked, and understanding what you’re going through because they’re moving through it too
- **Connection** - Through our warm welcoming process, we suggest the coaches, classes, and more to customize your experience. If you’d like, we’ll even pair you with a “buddy” so you’re never alone
- **Curated experts** - World-class experts in the areas of mindset, health, spirituality, psychology, legal experts, and more, offering their expertise...and leaving you with a gift if you’d like to learn more about their services

**NOTE:** You must download Zoom in order to participate in classes and sessions

You have the option to enroll as a:

[ ] **Reclaim Member.** In our 3-month Reclaim Jumpstart Program, Reclaim Members receive our signature Betrayal to Breakthrough program and private community. In addition, Reclaim members receive:

- Live and recorded classes of Coaches classes, Dr. Debi's Q&A sessions and masterclasses
- Two (2) 30-minute 1-on-1 sessions with a PBT® Certified Coach or a PBT® Certified Practitioner each month for a total of 6 private sessions with Coaches/Practitioners
- Reclaim members receive 2 coaching credits per month. These credits expire monthly if not used. Credits are issued monthly on the date of your anniversary. For example, if you signed up on July 17, your credits will expire and your next credits will be issued on August 17th and so forth.

[ ] **Transform Member.** In addition to what Reclaim members receive, Transform Members receive all of the same deliverables as Reclaim Members and more:

- a single private session with Dr. Debi Silber each month.
- two 30-minute 1-on-1 sessions with a PBT® Certified Coach or a PBT® Certified Practitioner each month.
- a semi-private Transform member-only group coaching session led by Dr. Debi Silber
- a pay-in-full discount when purchasing the full Transform 6-month Experience.
- Unlimited daily access to Dr. Debi via email for any questions that come up.

Successful completion of this program does not provide you with any professional credentials and does not give you the authority or capacity to perform any work for which you do not otherwise possess the requisite and appropriate credentials.

We are committed to providing all participants with a positive experience. Thus, COMPANY may, at its sole discretion, limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based, or digital without refund or forgiveness of remaining payments 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).

[ ] **Rebuild Member.** Rebuild Member. Rebuild Members receive:

- access to our PBT® Rebuild programs.
- (2) 30-minute 1-on-1 session with a PBT® Certified Coach or a PBT® Certified Practitioner each month.
- (1) LIVE group Q&A call with Dr. Debi each month.

## 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.
- All materials, procedures, policies, and standards, all teaching manuals, all teaching aids, all supplements and the like that have been or will be made available by the Company or its designated facilitators, or any other source, oral or written, are for personal use in or in conjunction with this training program only.
- 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 the Company, or its designated agent.
- The information contained in the program material is strictly for educational purposes. Therefore, if you wish to apply the ideas contained in this material, you are taking full responsibility for your actions.
- We assume no responsibility for errors or omissions that may appear in any program materials.
- Usernames and passwords may not be shared with any third parties.
- Any violation of the Company's policies regarding content usage shall result in the immediate termination of your enrollment without a 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;
- 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 strictest of confidence.

### 3. Fees and Refunds

**Rebuild** is a \$997 program offered for a total of 3 months. There are no refunds. After the initial 3 month program, members will have the opportunity to sign up on a month-to-month basis for \$297 per month.

**Reclaim** is a \$977 program offered for a total of 3 months. There is a 2-payment option of \$549 paid month 1 and month 2 of the program. There are no refunds. After the initial 3 month program, members will have the opportunity to sign up on a month-to-month basis for \$297 per month.

**Transform members** shall pay a monthly fee of \$1,997 per month for 6 months or pay in full for \$10,000 for a discount of \$1,982.00.

10% of the first month's membership fee shall be given to a charity we have approved or there will be a scholarship for a Reclaim Membership for someone who wouldn't otherwise be able to afford Membership for one month. Every month we will offer a "Member Spotlight" to a member who is doing great work, and they will have the option to select among our approved charities or choose to offer a scholarship.

Refunds are not available for unused months previously purchased or committed to, and are subject to a cancellation and/or processing fee to be determined in our sole and absolute discretion.

To cancel your membership, please email [clientcare@pbtinstitute.com](mailto:clientcare@pbtinstitute.com) Upon receiving your cancellation request, our Client Care team will cancel your subscription and send a confirmation email once done.

Once we process your cancellation, you'll remain a member for the month(s) you've paid for.

To receive a full refund, you must request a refund within 48 hours of your initial sign-up. We encourage all members to read this agreement in its entirety within the 48-hour window post-purchase.

#### 4. Coaching No Shows

**Private 1:1 Session No-Shows** Any member who fails to show or cancels/reschedules an appointment without 24-hour notice will be considered a No-Show and will forfeit their private monthly session.

**A La Carte Session No Shows** Any member who fails to show or cancels/reschedules an appointment without 24-hour notice will be considered a No-Show and will forfeit their private a la carte session.

#### 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 PROGRAM MATERIALS AND/OR SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM MATERIALS AND/OR 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 PROGRAM MATERIALS AND/OR 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 PROGRAM MATERIALS AND/OR SITE AND THE PRODUCTS, SERVICES AND/ OR MATERIALS.

THE PROGRAM MATERIALS AND/OR SITE 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.

THE PROGRAM MATERIALS AND/OR SITE OFFER HEALTH, WELLNESS, FITNESS AND NUTRITIONAL INFORMATION AND ARE DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL. DO NOT DISREGARD, AVOID, OR DELAY OBTAINING MEDICAL OR HEALTH-RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE PROGRAM MATERIALS AND/OR SITE. THE USE OF ANY INFORMATION PROVIDED ON THE PROGRAM MATERIALS AND/OR SITE IS SOLELY AT YOUR OWN RISK.

NOTHING STATED OR POSTED ON THE PROGRAM MATERIALS AND/OR SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS, OR ADVICE.

## **6. License**

Your use of, and access to the Program Materials is on a licensed basis. In that regard, the Company hereby grants to you, and you hereby accept, the non-exclusive right, license, and privilege to use (but not sublicense) the Program Materials during the term of this Agreement.

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 materials and Company.

(b) not to attack the title of the Company in and to the program materials nor attack the validity of the license granted hereunder;

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

(d) at all times comply with all applicable government laws and regulations, and all voluntary industry standards relating or pertaining to the use of the Program and program materials, and shall maintain appropriate customary high-quality standards.

You shall also abide by the Company's suggestions and specifications regarding quality control over the use of the program materials.

The license granted herein does not grant you any right, title, or interest, at law or in equity, in or to any of the Company's trademarks, service marks, copyrights, copyrighted material, or any derivative uses thereof or, the name or images of Debi Silber, 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 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.

The company shall have the right to approve all uses of the program materials 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 materials (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. Dispute Resolution**

1. All disputes arising under or concerning this Agreement are to be submitted to binding arbitration, in Dix Hills, New York, to be resolved in accordance with the laws of the state of New York.

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.

Agreed:

**DEBI SILBER COMPANIES, LLC**

**D/B/A THE PBT® INSTITUTE**

**Client**

By: \_\_\_\_\_  
Debi Silber

By: \_\_\_\_\_

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

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