

## Practice Management System 2.0 “Pro” Agreement

The terms of this Service Agreement (this “Agreement”) is entered into by and among *Decompression Pros*”, and \_\_\_\_\_, herein referred to as “Client.”

WHEREAS, the parties hereto have agreed that their business relationship shall be governed by the terms and conditions set forth in the Agreement. If you do not agree with the terms and conditions set forth in this Agreement, you are not authorized to use Decompression Pros Practice Management System, Products or Services. IF YOU USE DECOMPRESSION PROS PRACTICE MANAGEMENT SYSTEM, PRODUCTS, OR SERVICES, the terms and conditions of the Agreement are fully accepted by you.

### **Grant of Right to Limited Use**

Subject to your agreement to, and full compliance with, the terms and provisions of this Agreement, DECOMPRESSION PROS hereby grants you a limited, personal, non-transferable and non-exclusive right during the Term, as defined below, to use DECOMPRESSION PROS PRACTICE MANAGEMENT SYSTEM, PRODUCTS, OR SERVICES in accordance with the instructions provided on the web-site. This Agreement will terminate immediately if you attempt to circumvent the copyright protection measures for DECOMPRESSION PROS PRACTICE MANAGEMENT SYSTEM, PRODUCTS, OR SERVICES or if the CLIENT does not maintain a minimum \$197 monthly membership. If the Client does not currently have an up to date minimum membership of at least \$197 then the CLIENT is not authorized to use any of Decompression Pros resources, marketing materials, posters, DVD’s, trainings, newspaper ads, or any other resources previously provided by Decompression Pros and all copyright laws will be enforced.

As a participant in Decompression Pros Practice Management System 2.0 “Pro” System, you will receive the following:

#### **1. Templates and Systems**

Decompression Pros will provide you with a username and password to access the Decompression Pros Web Portal where you will be able to access pertinent forms, resources, proprietary templates and systems available. These items will be available for use, to download or reference as long as the Doctor maintains a current Decompression Pros minimum monthly plan of \$197 monthly.

- 2. Trainings Included:** 1 hour Doctor Training on what to say during the Consultation to present Spinal Decompression most effectively. A 1-hour Comprehensive Clinic Team Training on running a Spinal Decompression Practice.

## Terms and Conditions

- 1) **Confidentiality.** The Coaching Program materials you receive are confidential and proprietary and are the exclusive intellectual property of Decompression Pros. These materials are published works protected by copyright laws and no unauthorized copying, adaptation, distribution, or display is permitted. You are only authorized to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact. You agree not to use, disclose, or duplicate them, except within your company. Decompression Pros reserves the right to take legal action against any party distributing, disclosing, or reproducing any content provided to them by Decompression Pros without prior permission from Decompression Pros.
- 2) **Non-Compete** – Client and any of their representatives agree to not engage in any business substantially similar to the business of Decompression Pros or use Decompression Pros business or marketing methodologies to sell a similar consulting package. This provision does not preclude the Client from using these methodologies in Client’s clinic, but rather, from developing a similar program and consulting other doctors on these methodologies.
- 3) **Governing Law** – This agreement shall be governed by, and construed under, the laws of the State of Arizona with all rights and remedies being governed by said laws.
- 4) **Indemnification** – Client does hereby indemnify Decompression Pros and shall hold and save Decompression Pros harmless from and against all debts, claims, actions, or causes of actions, losses, damages and attorney’s fees, now existing, or that may hereafter arise from or grow out of client’s past operation and ownership of their practice, either directly or indirectly, excepting for those liabilities being assumed by Decompression Pros hereunder, if any.
- 5) The patient set up techniques, equipment recommended, nutritional protocols, and all protocols recommended for patient care have not been evaluated by the FDA nor any regulatory agencies and must be used at your own risk according to the contraindications and guidelines on the equipment.
- 6) **Termination.** The term of this Agreement and the permission herein begin on the date on which you first download, install, load or otherwise use The Decompression Pros Practice Management System 2.0 or any of its Products or Services. Notwithstanding anything to the contrary herein this Agreement and the permissions granted to you herein shall immediately terminate, without the requirement of any notice from Decompression Pros, upon your failure to comply with or breach of any term or provision of this Agreement. **Upon the termination or expiration of this Agreement, any and all of your rights hereunder shall terminate without prejudice to any rights or claims, and you shall have no right to use The Decompression Pros Practice Management System or any of its products or services including but not limited to marketing materials, brochures, DVD’s, Trainings, Power Points,**

Emails, Newspaper ads etc... You shall immediately destroy all copies of The Decompression Pros Practice Management System, Products, Services, files, materials, trainings, etc.. in your possession, custody or control, and all rights granted hereunder shall revert, without notice, to and be vested in Decompression Pros. Termination or expiration of this Agreement shall not create any liability against Decompression Pros and shall not relieve you from any liability which arises prior to termination or expiration. To cancel this agreement simply email or call Decompression Pros with 30 days advance notice in writing.

7) **Severability** – In the event that any of the provisions, or portions of this contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

8) **Limitation of Liability**

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. No liability will be accepted by Decompression Pros or any of its representatives in connection with any physician's practice based on the scripts, techniques or marketing material sold by Decompression Pros. Always consult your State board for your states rules and regulations. Decompression Pros shall remain harmless to all rules and regulations enforced by improper representation of the systems sold.

Any material purchased, downloaded or otherwise accessed through the use of Decompression Pros is entirely obtained at the user's own risk and that the user will be entirely responsible for any resulting legal actions. In no way does Decompression Pros state that any methods, advertising campaigns, or training meet or exceed any state regulatory boards and regulations. Decompression Pros SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF Decompression Pros HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT.

**9) Digitally Delivered Goods**

By purchasing from our website, you understand that the items sold by Decompression Pros on this website are digitally delivered goods such as eBooks, PDFs, video, audio, or other informational products that are delivered digitally via the Internet. No physical product, item, or goods will be shipped to you.

**10) Copyright Protection-** Decompression Pros Practice Management System, Products and Services uses access control and copy protection technology. An online connection is required to authenticate The Practice Management System, Products or Services and verify your account. The Decompression Pros Practice Management System, Products and Services may install additional components required for proper functionality of the copyright protection. Decompression Pros reserves the right to periodically validate Your Account through subsequent online authentication. If your Account is not valid, you may not be able to use The Decompression Pros Practice Management System, or any of its Products or Services. The first end user of this Account can install and authenticate The Decompression Pros Practice Management System, Products or Services on a single machine. If you disable or otherwise tamper with the copyright protection measures, The Decompression Pros Practice Management System, Products or Services will not function properly.

**11) CONSENT TO USE OF PERSONAL DATA-** TO FACILITATE THE COPYRIGHT PROTECTION MEASURES YOU AGREE THAT DECOMPRESSION PROS AND IT'S AFFILIATES MAY COLLECT, USE, STORE AND TRANSMIT TECHNICAL AND RELATED INFORMATION THAT IDENTIFIES YOUR COMPUTER (INCLUDING AN INTERNET PROTOCOL ADDRESS AND HARDWARE IDENTIFICATION), OPERATING SYSTEM AND APPLICATION SOFTWARE AND PERIPHERAL HARDWARE.

**12) Agreement.** This is the entire agreement between Doctor and Decompression Pros, all prior agreements, promises or representations being merged herein. This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of \_\_\_\_\_, United States of America.

Executed on and effective from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Decompression Pros:**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Doctor:**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Financial Agreement

Goods/Services Purchased: Decompression Pros Practice Management System 2.0 Pro Package **Monthly Financial Investment**

**\$197 per month** in U.S. Dollars (USD). The monthly investment is paid in advance of all services on the first of each month by automatic processing (credit or debit) prior to that month's services being rendered. You will receive a new module every month beginning with Module #1 no more than 5 days after the program start date and will receive a new module every 30 days until you chose to discontinue your membership. To see a complete list of all the materials contained in each module please feel free to visit [www.decompressionpros.com](http://www.decompressionpros.com)

I understand that this is a licensing agreement and as long as I maintain a monthly membership of \$197 monthly then I can use and have access to the Decompression Pros Practice Management System 2.0. I understand that if I cancel my monthly membership then I do not have authorization to use any of the Decompression Pros marketing materials or programs.

I, (Physician's Name) \_\_\_\_\_, agree to the terms listed in this contract and agree to the paid amount of a \$ 197 set up fee and \$197 monthly for the Decompression Pros Practice Management System Pro Package.

Name On Credit Card \_\_\_\_\_ Type (Visa/MC/Amex) \_\_\_\_\_

Credit Card# \_\_\_\_\_ Exp. \_\_\_\_\_ 3 digit Code on back \_\_\_\_\_

Address associated with credit card \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Please Fax the signed agreement to Decompression Pros at **(602) 391-2810**