

The Kidney Disease Solution – Affiliate Agreement (Terms and Conditions)

To: All Kidney Disease Solution Affiliates
From: Duncan Capicchiano

1. Agreement

By using this website, you are agreeing to enter into a legal agreement (the “**Agreement**”) with Empowered Health Solutions Pty. Ltd., also doing business as TheKidneyDiseaseSolution.com (“**The Kidney Disease Solution**” or “**Company**”) containing all of the terms and conditions governing you or your company’s (in either case, “**You**” or “**Your**”) participation in The Kidney Disease Solution’s Affiliate Program (the “**Program**”). Your completed ClickBank online registration form (as described in Section 5, below) and this Agreement constitute Your application to participate in the Program. The Kidney Disease Solution’s third-party affiliate manager, ClickBank, will evaluate Your application and will notify You regarding Your acceptance or rejection. If ClickBank accepts Your application, You will be bound by ClickBank’s terms of service. ClickBank is under no obligation to accept Your application, and may, in its sole discretion and for any reason or no reason at all, reject Your application. You represent and warrant that You have read and understood, and agree to be bound by, the Agreement and ClickBank’s terms of service.

2. Statement of Investigation

You acknowledge that You have read and that you understand this Agreement. You acknowledge that You independently have evaluated the desirability of participating in the Program and that You are not relying on any representation, guarantee or statement not set forth in this Agreement.

3. Additional Agreements

The Kidney Disease Solution’s [Terms of Use](#) and [Medical Disclaimer](#) are incorporated herein by reference. All capitalized terms not defined in this Agreement shall have the meanings set forth in the Terms of Use. In the event of a conflict between this Agreement and the Terms of Use and/or Medical Disclaimer, this Agreement shall control.

4. Eligibility

You hereby represent and warrant that You are 18 years of age or older and that You are otherwise legally qualified to enter into and form contracts under applicable law. Any individual executing this Agreement on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of, that company.

5. Administration of the Program by ClickBank; Registration

The Program is administered entirely through ClickBank (www.clickbank.com), a third-party affiliate management and payment processing company. The Program is governed by, in addition to this Agreement, ClickBank's [Client Contract](#) and all of the rules, regulations and terms of conditions contained therein. In the event of a conflict between ClickBank's Client Contract and this Agreement, this Agreement shall control. ClickBank may collect and use certain information about you, as specified in ClickBank's [Privacy Policy](#). Prior to providing information to ClickBank, you should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF CLICKBANK'S PRIVACY POLICY, YOU MUST NOT SIGN UP TO PARTICPATE IN THE PROGRAM.

To enroll in the Program, You must complete, and submit information through, ClickBank's [SIGN UP FORM](#). On that form, you will be asked to choose a ClickBank account name (also known as a ClickBank affiliate "nickname") consisting of 5-10 letters and digits. Your account name will be used in the affiliate hypertext link that tracks all sales attributable to you; ClickBank refers to such affiliate links as "hoplinks," which are further defined in ClickBank's Client Contract. When a prospective customer clicks on your affiliate hoplink, the destination website will be <http://www.thekidneydiseasesolution.com/>.

6. Affiliate Link, The Kidney Disease Solution Marks and Copyright; and License

(a) *Affiliate Link*. ClickBank will provide You with a copy, in electronic form, of a clickable hypertext link (aka a hoplink, as described above), through which a user of a web page containing such link may purchase The Kidney Disease Solution products, including but not limited to the PDF-format e-book The Kidney Disease Solution (the "**Affiliate Link**").

(b) *Marketing Tools and eBook*. The Kidney Disease Solution will provide to you various types of media and marketing materials ("Marketing Tools") to assist you in promoting The Kidney Disease Solution products. Such Marketing Tools may include text ads, book covers, banner ads, author photos, solo emails, brandable PDFs, sales letters, reviews, articles and other materials. The Marketing Tools contain the trademark, "The Kidney Disease Solution" which is a registered trademark ("the Mark") of Empowered Health Solutions. Additionally, the PDF e-book, The Kidney Disease Solution, is protected by a registered copyright, and the Marketing Tools are protected by copyrights, all of which are owned by Empowered Health Solutions. The Marketing Tools, the Mark and the The Kidney Disease Solution copyrights are owned exclusively by The Kidney Disease Solution, and You gain no ownership or other rights in such Marketing Materials, Mark or copyrights, except as specifically granted in this paragraph 6.

(c) *License*.

i. The Kidney Disease Solution hereby grants to you a nonexclusive, revocable, nonsublicensable license to use the Marketing Tools, subject to the conditions set forth in this Agreement and specifically Section 6(d) below. The Kidney Disease Solution may, in its sole discretion, terminate Your rights to use the Marketing Tools and Your license thereto, whether in connection with a single website or entirely, at any time and for any or no reason, whether in connection with the termination of this Agreement or otherwise.

ii. The Kidney Disease Solution further grants to You a non-exclusive, revocable, non-sublicensable license to register the Mark in a domain name, subject to the conditions set forth in this Agreement and specifically this Section 6(c)(ii). The Kidney Disease Solution may further, in its sole discretion, terminate Your right to register a domain name, or maintain registration of a domain name, containing the Mark and Your license thereto, at any time for any or no reason, whether in connection with the termination of this Agreement or otherwise. Immediately upon termination of this Agreement or Your rights under this Section 6(c)(ii), You must transfer to The Kidney Disease Solution any and all domain names containing Mark.

iii. Other than as specifically granted in this Section 6 or in any other agreement between You and The Kidney Disease Solution, You have no right to use any Kidney Disease Solution, Marketing Tools or copyrights in any way.

(d) *Use of License.* Your use of the licenses and permissions contained in Section 6(c) is restricted to the sale of The Kidney Disease Solution products using ClickBank Affiliate Links. All other uses of the licenses and permissions contained in Section 6(c) are prohibited and will constitute a breach of this Agreement.

(e) *Affiliate Link Formatting.* The Affiliate Link, hoplinks as they are defined by ClickBank, contain special link formats permitting tracking, reporting, and commission calculations by ClickBank. You are responsible for using the Affiliate Link in a manner that ensures the proper tracking and commission calculations by ClickBank. You will not earn commissions on transactions initiated other than in connection with the proper utilization of the Affiliate Link.

(f) *Your Representations and Warranties.* You represent and warrant that you will not:

i. Use the Affiliate Link and/or Marketing Tools and/or register a domain name containing the Mark for any purpose other than that specifically set forth in Section 6(d);

ii. Use the Affiliate Link and/or Marketing Tools on any website not listed on the ClickBank online registration form or otherwise approved in writing by The Kidney Disease Solution;

iii. Modify or alter the Affiliate Link, in any way;

iv. Register a domain name in accordance with this section for the purpose of promoting any products other than The Kidney Disease Solution products;

v. Use the Mark in advertisements, including but not limited to pay-per-click advertising, for the purpose of promoting any product other than The Kidney Disease Solution products;

vi. Use the Mark in advertisements, including but not limited to pay-per-click advertising, without the federal registration symbol ®;

vii. State in advertisements, including but not limited to pay-per-click advertising, that Your website is “official” or the “official website” of The Kidney Disease Solution;

viii. eBay & Auction Sites Prohibited. Use the Mark to advertise The Kidney Disease Solution Products, or actually sell or otherwise distribute The Kidney Disease Solution Products, on eBay or any other online auction site, as you specifically warrant in Section 7(d).

ix. Display the Affiliate Link in any manner that implies sponsorship or endorsement by The Kidney Disease Solution, above and beyond of Your involvement in the Program; or

x. Use the Affiliate Link, or register a domain name containing the Mark, to disparage The Kidney Disease Solution, its products or services, or in a manner which, in The Kidney Disease Solution's reasonable judgment, may diminish or otherwise damage The Kidney Disease Solution's goodwill in its Mark and copyright. You understand that disparagement may result in the immediate suspension or termination of Your account and a cancellation of any pending commissions.

xi. Design and publish Your own creative material containing the Mark or The Kidney Disease Solution copyrights, including without limitation banners or other graphical advertisements, without The Kidney Disease Solution's express written approval. You also agree that You are responsible for all expenses related to the creation of custom creative materials.

xii. Present The Kidney Disease Solution products and services in any way other than as set forth in the official The Kidney Disease Solution Website or The Kidney Disease Solution Marketing Tools. You will make no claims regarding potential income, earnings, products, or services beyond what is stated at the official The Kidney Disease Solution Website. You also agree not to reproduce commission checks or distribute commission checks in any form or by any means.

xiii. Advertise on "free download" or file sharing sites. Specifically, you acknowledge that this advertising on "free download" or file sharing sites is strictly prohibited under this Agreement. You may not use to use the Mark or the name "Duncan Capicchiano" on any file sharing or "free download" site to advertise or to distribute free reports or free articles. Such use is trademark infringement under this Agreement and US trademark laws. Additionally, you may not make a free article or free report download appear as if it is the The Kidney Disease Solution ebook. You acknowledge that this deceptive use of file sharing and "free download" sites is also deemed to be affiliate abuse by Clickbank.

7. Your Representations and Warranties

You hereby represent and warrant that:

(a) *Registration Form*. You have provided complete and accurate information on the ClickBank online registration form, and that you will immediately inform ClickBank of any changes to that information by written notice.

(b) *Obligations Regarding Your Website and Your Marketing of Your Website*. You will be responsible for the development, operation and maintenance of your website and for all

materials and content that appear on your website. In developing, operating and maintaining your website, You will comply with any and all applicable laws, including without limitation Federal and state privacy, anti-spam and intellectual property laws, and will not violate the rights, including without limitation the intellectual property rights, of any third party. Additionally, you are solely responsible for ensuring that Your Affiliate Link is set up properly to have sales tracked and recorded to qualify for commissions.

(c) *Non-Bona Fide Transactions.* Without limiting any other provision of this Agreement, You must promote The Kidney Disease Solution in a manner that does not mislead end users, and in a manner that ensures bona fide transactions between end users and The Kidney Disease Solution. You shall not promote, facilitate or otherwise initiate transactions that are not in good faith, including without limitation by means of any misleading device or technology. The Kidney Disease Solution shall have no obligation to compensate You for transactions involving You or an end user acting as Your agent, for non-bona fide transactions, including without limitation multiple transactions initiated by the same individual, entity or IP address.

(d) *Prohibition against Advertising on Online Auction Websites.* Without limiting any other provision of this Agreement, You shall not use the Mark, The Kidney Disease Solution copyrights or any name identified or associated with The Kidney Disease Solution, to advertise, or to actually sell or distribute, The Kidney Disease Solution products on eBay or any other online auction website.

(e) *Prohibition against Resale.* Without limiting any other provision of this Agreement, You will not collect payments or sell any The Kidney Disease Solution products from other websites as a "reseller," and no "resale" rights are granted to you in any way. Specifically, you shall not sell The Kidney Disease Solution products on eBay or any other online auction site, and you shall not give away copies of any The Kidney Disease Solution products.

(f) *Use of Tracking Code.* Use of Tracking Code. Without limiting any other provision of this Agreement, You will not enable any tracking code, use any device or do any other thing that would allow You to collect personally identifiable information from or about end users, as such information is passed to ClickBank over its secure servers.

(g) *Objectionable Content.* You will not display the Affiliate Link or Marketing Tools, or advertise The Kidney Disease Solution products or services, on websites that promote sexually explicit material, violence, war or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities, or sites that infringe or otherwise violate any copyright, trademark, or other intellectual property rights.

(h) *Privacy of Customer Data.* To protect customer privacy under The Kidney Disease Solution's Privacy Policy, if deemed necessary, The Kidney Disease Solution reserves the right to withhold identifying customer contact information from you. The Kidney Disease Solution has no obligation to provide You with any specific information for any customer, regardless of whether said customer arrived at the The Kidney Disease Solution Web site through your Affiliate Link in The Kidney Disease Solution's Marketing Tools.

7.1 Warranties Regarding Email Marketing and Spamming

You hereby acknowledge and agree to abide by the following restrictions regarding email when you engage in affiliate marketing for Company.

(a) SPAMMING IS NOT PERMITTED. For the purpose of this Agreement, spamming is any form of emailing for a commercial purpose that is unsolicited. If You spam, The Kidney Disease Solution reserves the right at any time and without notice to terminate Your status as an affiliate and to instruct ClickBank to terminate You as an affiliate of The Kidney Disease Solution and, in The Kidney Disease Solution's sole discretion, terminate your ClickBank account in its entirety, in accordance with Section 11 below. To give you notice of how spamming can result in termination of this Agreement, The Kidney Disease Solution has instituted an Anti-Spam Policy that sets forth the minimum standards to which The Kidney Disease Solution requires its affiliates to adhere in light of current laws, rules and regulations governing the transmission of email and the best practices in the industry. In the event any state or federal law, rule or regulation governing email communications is enacted or amended after the effective date of the Agreement, setting forth standards more restrictive than those set forth herein, the more restrictive standards contained in such enacted or amended law, rule or regulation shall apply to all affiliates, notwithstanding anything to the contrary set forth in this Anti-Spam Policy. Any emails, email newsletters, or other forms of marketing campaigns operated by You MUST use "permission" or "opt-in" emails lists and must meet the following standards to prevent termination of this Agreement.

i. You may distribute emails solely to those persons who have actively opted-in to receive the email. The content of each email shall include (a) Your correct point-of-origin email address, transmission information and routing information, (b) clear, prominent opt-out instructions in the email and in the first line of the text, if required by applicable law; (c) a telephone number or valid email address at which recipient may contact You to file complaints and/or opt-out; (d) accurate information regarding the manner in which the recipient opted-in to receive the email, (e) a valid postal address for You, and (f) the identifier and any disclaimers that Company assigned to the email. You shall not, without Company's prior written approval, include any redirect links or frames in an email. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT MAY YOU USE ANY NAME IDENTIFIED OR ASSOCIATED WITH THE KIDNEY DISEASE SOLUTION IN AN EMAIL HEADER, SPECIFICALLY INCLUDING WITHOUT LIMITATION THE THE KIDNEY DISEASE SOLUTION TRADEMARK, SERVICE MARK OR TRADE NAME, THE NAME "DUNCAN CAPICCHIANO" OR THE PHRASE " THE KIDNEY DISEASE SOLUTION" (OR ANY COMBINATION THEREOF), FORGE EMAIL HEADER INFORMATION OR OTHERWISE ENGAGE IN FALSE OR MISLEADING CONDUCT.

ii. You shall (a) make adequate disclosures as required by law to those on its email list(s) regarding Your email and privacy and security policies; (b) respond to all complaints within one (1) business day after You becomes aware of the complaint, (c) provide Company with a copy of every complaint, immediately upon Your receipt thereof, (d) implement any corrective action Company may require and (e) comply with any legal and/or other

requirements Company may reasonably specify.

iii. You must provide a simple method for subscribers to the emails to opt-out of their subscriptions with clear and effective instructions for unsubscribing. As such, emailing from a list must cease promptly, but in no case more than three days, after a subscription is terminated.

iv. You must provide a manual opt-out procedure (e.g., an email address to which messages may be sent for further contact via email or telephone) available for those who wish to terminate their subscriptions but are unable or unwilling to follow standard automated procedures.

v. You must ensure that the potential negative impact of your email campaigns is minimized by proper list management procedures such as pruning of invalid or undeliverable addresses.

vi. You must take adequate steps to ensure that your lists are not used for abusive purposes such as emailing malicious emails or chain letters. You must use your lists and run Your campaigns in compliance with the Children's Online Privacy Protection Act (COPPA).

vii. You must not email to an unsubscribe list. As such, you should maintain a "suppression list" of email addresses through which all subscription requests are filtered to prevent subscription of addresses appearing on the suppression list by unauthorized third parties.

viii. You shall examine the terms and conditions under which the email addresses on all third party lists were originally compiled to ensure that all recipients have in fact opted-in to the type of mailing list you intend to operate. You shall ensure that all third party lists used by or on behalf of you were generated by the third party source in accordance with the same standards listed above, and You must discard an old email list and create a new email list when there is a substantive change in either the subject matter or frequency of messages. A notification about the new email list may be appropriate on the existing emailing list, but existing subscribers should never be subscribed automatically to the new list.

7.2 Warranties regarding other Marketing Communications and Spamming

You hereby acknowledge and agree to abide by the following restrictions regarding marketing communications when you engage in affiliate marketing for Company.

(a) You must not post messages to Usenet, forums and message boards that are unrelated to the topic of discussion, cross-posted to unrelated newsgroups, posted in excessive volume, or posted in against forum or message board rules. You further agree that it is your responsibility to make yourself aware of any forum or message board rules.

(b) You must not post content on free blog websites, especially multiple blog websites, that are not updated and that are used for the sole purpose of keyword spamming, or post comments on legitimate blogs that violate the comment policy of the blog owner. You further agree that it is your responsibility to make yourself aware of any blog rules or policies.

(c) You must not post solicitations in chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" systems (such as ICQ).

(d) You must not engage in certain offline activities, that may not considered spam but are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

(e) You agree and consent to receive e-mail from The Kidney Disease Solution and ClickBank, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

7.3 Liquidated Damages for Violation of The Kidney Disease Solution's Anti-Spam Policy.

Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated then You agree to pay Company liquidated damages of \$500 for each piece of spam or unsolicited e-mail transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent such actual damages can be reasonably calculated.

8. Indemnification

You will indemnify, defend, and hold harmless The Kidney Disease Solution and its officers, directors, employees and agents (the "**Indemnified Parties**") from any claim, demand or other legal process or proceeding, including without limitation as to legal costs and fees, arising from or alleging facts that, if true, would constitute breach of this Agreement or any of the representations and warranties contained herein. The Indemnified Parties have the right, but not the obligation, to participate through counsel of their choice in any defense by you required by this Section 8. You may not settle any claim against any Indemnified Party without their prior written consent.

9. Customers; Order Fulfillment; Customer Service

Customers who purchase products and services through the Program are customers of The Kidney Disease Solution. The Kidney Disease Solution will be solely responsible for processing each and every order for The Kidney Disease Solution products, including but not limited to the PDF-Format e-book The Kidney Disease Solution. The Kidney Disease Solution is solely responsible for all customer service inquiries.

10. Processing of Transactions by ClickBank; Commissions

(a) *Commissions.* The Kidney Disease Solution will pay you a commission of 67% of the revenue for each order placed through Your Affiliate Link. ClickBank may deduct from any commission payment amounts as necessary to compensate for transaction costs, customer returns or other charges. All checks will be remitted by ClickBank.

(b) *Right to Reject Non-Compliant Transactions.* The Kidney Disease Solution reserves the right to reject any end user transaction initiated in a manner that does not fully comply with this Agreement or with any other requirements made communicated by The Kidney Disease Solution and/or ClickBank to You. The Kidney Disease Solution will only pay commissions on sales that are tracked through ClickBank's tracking system and indicate you as the source of the visit to the The Kidney Disease Solution website. You have no right to commissions if a buyer later returns to the The Kidney Disease Solution site through another affiliate link or source and makes a purchase.

(c) *Tax Information.* ClickBank may require you to furnish taxpayer identification information in connection with Your receipt of any commissions under this Agreement. You will be responsible for paying any and all taxes relating to all such commissions.

(d) *Pricing of Products.* The Kidney Disease Solution's pricing of products and services is totally within The Kidney Disease Solution's absolute discretion, and The Kidney Disease Solution reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advance notice to You.

11. Term of the Agreement; Termination of ClickBank Account

The term of this Agreement begins upon ClickBank's acceptance of your application for the Program and ends when terminated by You, ClickBank or The Kidney Disease Solution. Either You or The Kidney Disease Solution may terminate this Agreement at any time, for any reason or no reason, by giving the other party written notice of termination in accordance with this Agreement. Immediately upon termination (whether by you or The Kidney Disease Solution), You must remove the Affiliate Link from Your website and must destroy or erase from computer memory all copies of the Affiliate Link. The Kidney Disease Solution will pay you any commissions you earned before termination. In the event that The Kidney Disease Solution terminates this Agreement for cause, however, The Kidney Disease Solution shall have no obligation to pay you any commissions that were unpaid as of the date of termination. The provisions of Section 3, 7.3, 8, 11-17 will survive any termination or expiration of the Agreement.

YOU UNDERSTAND THAT THE KIDNEY DISEASE SOLUTION, IN CONJUNCTION WITH CLICKBANK, MAY, IN THE KIDNEY DISEASE SOLUTION'S SOLE DISCRETION, WITHOUT PRIOR NOTICE, TERMINATE YOUR CLICKBANK ACCOUNT IN ITS ENTIRETY FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR ANY APPLICABLE LAW OR REGULATION, AND SUCH TERMINATION WILL RESULT IN THE FORFEITURE OF ANY AND ALL UNPAID COMMISSIONS WHETHER ASSOCIATED WITH THE KIDNEY DISEASE SOLUTION OR ANY ANOTHER CLICKBANK PRODUCT.

YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE KIDNEY DISEASE SOLUTION AND ITS RESPECTIVE OWNERS, AGENTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES WHICH MAY ARISE OUT OF THE TERMINATION OF YOUR CLICKBANK ACCOUNT.

12. Modification

The Kidney Disease Solution may modify any of the terms and conditions contained in this Agreement upon notice to you, to be given by the posting of a new version or a change notice on the The Kidney Disease Solution website. In the event of substantive changes, You also may receive written notice, given as required by this Agreement. If a modification is unacceptable, You may terminate this Agreement as permitted herein. If you continue to display the Affiliate Link on Your site after such notice, then you will be considered to have accepted the modifications. Any changes or additions to ClickBank's affiliate program will also apply as soon as they are effective in the ClickBank affiliate agreement, whether you have received notice of such changes or not.

13. Relationship of the Parties

You and The Kidney Disease Solution are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between you and The Kidney Disease Solution. You understand that You do not have authority to make or accept any offers or make any representations or warranties on behalf of The Kidney Disease Solution or related to The Kidney Disease Solution's website or the Services.

14. Disclaimers

THE KIDNEY DISEASE SOLUTION MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PROGRAM, THE AFFILIATE LINKS OR ANY OTHER RIGHTS GRANTED OR INFORMATION EXCHANGED HEREUNDER. YOU UNDERSTAND THAT THE OPERATION OF THE KIDNEY DISEASE SOLUTION SERVICE MAY NOT BE UNINTERRUPTED OR ERROR FREE.

14.1 Program Earnings Disclaimer

Any earnings or income statements or examples mentioned on www.TheKidneyDiseaseSolution.com or in emails sent on behalf of The Kidney Disease Solution are only estimates. Where specific income figures are used, and attributed to an individual or business, those persons or business have earned that amount. Any and all claims or representations as to the income earnings of affiliates from the The Kidney Disease Solution Program, are not to be considered as average earnings. There can be no assurance that any prior successes, or past results, as to the income earnings, can be used as an indication of your future success or results. Making decisions based on any information presented in The Kidney Disease Solution's products, services, or website, should be done only with the knowledge that you could experience losses, or make no money at all. Use caution and seek the advice of qualified professionals. Check with your accountant, lawyer or professional advisor, before acting on this or any information. YOU AGREE THAT THE KIDNEY DISEASE SOLUTION IS NOT RESPONSIBLE FOR THE SUCCESS OR FAILURE OF YOUR BUSINESS DECISIONS RELATING TO ANY INFORMATION PRESENTED BY THE KIDNEY DISEASE SOLUTION, OR THE KIDNEY DISEASE SOLUTION'S PRODUCTS OR SERVICES.

15. Limitation of Liability

THE KIDNEY DISEASE SOLUTION WILL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROGRAM, EVEN IF THE KIDNEY DISEASE SOLUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE KIDNEY DISEASE SOLUTION'S AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID TO YOU HEREUNDER IN THE SIX MONTHS PRECEDING THE LAST OF THE INCIDENT OR INCIDENTS ALLEGEDLY GIVING RISE THE KIDNEY DISEASE SOLUTION'S LIABILITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THE AGREEMENT.

16. Notices

All notices under this Agreement by The Kidney Disease Solution to You may be made by email sent to the address provided on Your ClickBank online registration form, and will be deemed given upon the sending of such email. All notices under this Agreement by You to The Kidney Disease Solution must be made by both: (i) an email sent to <http://www.thekidneydiseasesolution.com/contact.html> and (ii) a letter sent by regular mail to Empowered Health Solutions Pty Ltd., P.O. Box 1286, Upwey, 3158, VIC, Australia, and will be deemed given upon the receipt of such letter by The Kidney Disease Solution.

17. FTC act compliance

You shall comply with all federal, state and local laws, rules and regulations, including, without limitation, the Federal Trade Commission Act (15 U.S.C. §41-58, as amended) and the Federal Trade Commission Guides Concerning Use of Endorsements and Testimonials in Advertising (16 C.F.R. §255.0 et seq.). The Kidney Disease Solution intends to cooperate fully with any law enforcement officials, agencies or other third-parties, e.g. ClickBank, in the investigation of any violation of this Section 17 or of any applicable law, rules or regulations.

(a) Consumer Endorsements. If you endorse any of The Kidney Disease Solution's products or services, You shall comply with all requirements of C.F.R. §255.1, including but not limited to:

(i) You will be a bona fide user of the product or service at the time You make the endorsement;

(ii) You will notify us immediately if You discontinue using the product or service; and

(iii) Your endorsement of the product and service must reflect Your honest opinions, finding, beliefs or experiences vis-à-vis the product or service, and You must not make any representation which is false or unsubstantiated. If You cannot substantiate that Your experience with any of The Kidney Disease Solution's products or services is representative of what consumers will generally achieve, You must clearly and conspicuously, and in close

proximity to the endorsement, disclose the generally expected performance in the depicted circumstances, and You must possess and rely on adequate substantiation for the representation. A disclosure such as “results not typical” (or similar type disclosure) is insufficient and deceptive. If You reprint any testimonial from The Kidney Disease Solution’s website or other marketing collateral, You will not edit or revise the testimonial in any way, and you will place the disclosure, if any, in a manner that is equally clear and conspicuous as the original disclosure.

(b) Expert Endorsements. If You endorse any of The Kidney Disease Solution’s products or services based on Your expertise, You shall comply with all requirements of C.F.R. §255.3, including but not limited to:

(i) Your endorsement of the product or service must be supported by an actual exercise of Your expertise in evaluating the product or service features or characteristics with respect to which You are an expert and which are both relevant to an ordinary consumer's use of or experience with the product and also are available to the ordinary consumer;

(ii) Your evaluation of the product must include an examination or testing of the product or service at least as extensively as someone with the same degree of expertise would normally need to conduct in order to support the conclusions presented in the endorsement; and

(iii) Where Your endorsement is based upon a comparison such comparison must be included in Your evaluation; and as a result of such comparison, You must have concluded that, with respect to those features on which You are an expert and which are relevant and available to an ordinary consumer, the endorsed product or service is at least equal overall to the competitors' products. Moreover, where the net impression created by the endorsement is the advertised product or service is superior to other products or services with respect to any such feature or features, You must have in fact found such superiority.

(c) Endorsement by Organization. If You endorse on behalf of an organization any of The Kidney Disease Solution’s products or services, the endorsement must fairly reflect the collective judgment of the organization, as required by 16 C.F.R. §255.4.

(d) Disclosure of Payment, Compensation or Benefits. Pursuant to 16 C.F.R. §255.5, in any advertisement, You must clearly and conspicuously disclose any payment (including affiliate commission), promise of payment, benefit or compensation You receive from The Kidney Disease Solution in exchange for Your endorsement of The Kidney Disease Solution’s products or services, unless You are an expert or well know personality.

18. Miscellaneous Provisions

(a) This Agreement will be governed and construed in accordance with the law of the state of New Jersey, without regard to its conflict of law principles. WITH THE EXCEPTION OF DISPUTES INVOLVING DOMAIN NAMES, YOU AGREE THAT ALL DISPUTES ARISING UNDER OR

RELATING TO THIS AGREEMENT OR THE PROGRAM SHALL BE SUBJECT TO BINDING ARBITRATION BEFORE THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS) IN HUDSON COUNTY, NEW JERSEY, AND SHALL BE GOVERNED BY ITS STREAMLINED RULES. A JUDGMENT UPON THE AWARD RENDERED BY THE JAMS ARBITRATOR, IF ANY, MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THIS PROVISION IS INTENDED TO BE AS BROAD AS POSSIBLE WITH RESPECT TO THE NATURE OF "ALL" DISPUTES.

(b) FOR DISPUTES INVOLVING DOMAIN NAMES THAT YOU HAVE REGISTERED THAT CONTAIN ANY TRADEMARK OR SERVICE MARK OF THE KIDNEY DISEASE SOLUTION, YOU AGREE THAT SUCH DISPUTES SHALL BE LITIGATED IN A FEDERAL DISTRICT COURT IN NEW JERSEY OR IN A JUDICIAL DISTRICT WHERE EITHER THE DOMAIN REGISTRY OR DOMAIN REGISTRAR FOR THE DISPUTED DOMAIN IS LOCATED. YOU HEREBY SUBMIT TO PERSONAL JURISDICTION AND VENUE IN SUCH FORUM. YOU ACKNOWLEDGE THAT ANY DISPUTE INVOLVING THE KIDNEY DISEASE SOLUTION TRADEMARKS OR SERVICE MARKS CONTAINED IN DOMAIN NAMES SHALL RESULT IN IRREPARABLE HARM TO THE KIDNEY DISEASE SOLUTION. YOU ALSO AGREE TO PAY FOR ALL ATTORNEY FEES OF THE KIDNEY DISEASE SOLUTION RELATED TO A DISPUTE UNDER THIS SECTION 17 (B).

(c) This is the entire Agreement between You and The Kidney Disease Solution with respect to the Program. Except as specifically set forth, any modification to this Agreement must be in writing and signed by both parties. You may not assign this Agreement, by operation or law or otherwise, without The Kidney Disease Solution's prior written consent, and any assignment in violation of this sentence will be null and void. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. The Kidney Disease Solution's failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of The Kidney Disease Solution's right to subsequently enforce that provision, or any other provisions of this Agreement. The provisions of this Section will survive termination of the Agreement.

Sincerely,

Duncan Capicchiano
Author and affiliate manager
The Kidney Disease Solution