Kidney School™ License Agreement

NOTICE TO USER: This is a contract. By signing below, you accept all terms and conditions of this contract. Please read these terms and conditions carefully. You are encouraged to make a copy of this agreement for your records. You may be required by your copy or print shop to show a copy of this agreement in order to reproduce the materials.

This License Agreement (“Agreement”) describes the terms and conditions applicable to your use of [TITLE OF MODULE(S)] (the “Module”) available from the Kidney School website (“Website”). The Medical Education Institute, Inc. (“MEI”) may modify the terms of this Agreement at any time and will attempt to notify you of such modifications.

Scope of Use
The MEI invites you to view and download a copy of the Module available at the Website for your informational use. You may make and distribute in print up to _________ copies of the Module provided:
(i) you reproduce and include in their entirety all copyright, trademark and other proprietary rights notices on every copy of the Module;
(ii) you do not modify the Module in any manner except as provided in this Agreement; and;
(iii) distribution of the Module is free of any charges, including charges for reimbursement of copying or printing costs.

The Module or any other material downloaded from the Website may not be posted on any other website or otherwise made available for electronic distribution to third parties without the express written permission of the MEI.

Modification For the Purpose of Identification
You may modify the Module only to identify you or your company as a provider of the Module. The identifying information that may be added is limited to the following:

• Name
• Logo
• Mailing address
• Telephone number
• FAX number
• Email address
• Name of contact person
• The words: “this copy compliments of:”

Such modification shall be made only within a 3-inch square box located on the lower right corner of the first or last page of the Module. Such modification shall not obscure any text or graphics in the Module, including without limitation any trademark, logo or copyright notice in the Module. No other changes may be made to the Module without the express written permission of the MEI. The modification of the Module as contemplated in the preceding sentences does not grant you any intellectual property rights in the Module.
The Module Does Not Constitute Medical or Professional Services Advice
The Module is intended to be a general resource in regard to the subject matter covered, but is provided solely on an “AS IS” and “AS AVAILABLE” basis as noted herein. You are encouraged to confirm the information contained in the Module with other sources, and to review the information carefully with your professional healthcare provider. The MEI and its Licensors (defined below) are not engaged in rendering medical or similar professional services or advice via the Website, and the Module provided is not intended to replace medical advice offered by a physician. If you desire or need such services or advice, you should consult a professional healthcare provider. You should not construe the MEI’s publication of the Module as an endorsement by the MEI of the views expressed therein, or any warranty or guarantee of any strategy, recommendation, treatment, action, or application of medication or preparation mentioned in the Module.

No Warranties
ALL MATERIAL ON THIS WEBSITE IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. THE MEI MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE MATERIAL AVAILABLE THROUGH THIS WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE MATERIAL AVAILABLE ON THE WEBSITE IS AT YOUR OWN RISK. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT THE MATERIAL YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES.

The above exclusions may not apply in jurisdictions that do not allow the exclusion of certain implied warranties.

Limitation of Liability
YOUR USE OF THIS MODULE OR OTHER MATERIAL ON THE WEBSITE IS AT YOUR OWN RISK. THE MEI AND ITS LICENSOR(S) (AS DEFINED BELOW) SPECIFICALLY DISCLAIM ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE MATERIAL, EVEN IF THE MEI OR LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY MATERIAL OBTAINED THROUGH THE USE OF THE WEBSITE, OR THAT ARISES IN CONNECTION WITH VIRUSES OR MISTAKES OR OMISSIONS IN TRANSMISSION OF MATERIAL TO THE USER, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE.

Termination
The MEI may terminate this Agreement immediately if you breach a material term of this Agreement and fail to remedy that breach within five (5) days after notice from the MEI. When this Agreement terminates, all rights granted to you will cease, and you must immediately destroy all copies of the Module in your possession. The MEI reserves the right to seek all remedies available at law and in equity for violations of the terms and conditions set forth in this agreement.

Copyright
The Module is protected by U.S. and foreign copyright laws. The MEI's licensors (“Licensors”) are the owners of the copyrights to the Module and the MEI is distributing the Module with permission from the
Licensors. You agree that the limited rights granted to you by this License Agreement are subject to the rights of the Licensors in the Module. Except as authorized herein, you may not modify, reproduce or distribute any Module, or individual sections of any Module. The MEI and the Licensors reserve all rights not expressly granted pursuant to this Agreement. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Module.

**Trademarks**
The Medical Education Institute™, the MEI™, and Kidney School™ are service marks of the Medical Education Institute, Inc. All other trademarks contained in the Module are the property of their respective owners. Unauthorized use of any trademark, service mark or logo may be a violation of federal and state trademark laws.

**Miscellaneous Terms**
This Agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes any prior written or oral agreement or communication between the parties. The law of the state of Wisconsin shall govern these terms and conditions, without reference to its choice of law rules. The MEI makes no representation that the information in the Module is appropriate or available for use in other locations, and access to the Module from territories where the content of the Module may be illegal is prohibited. Those who choose to access the Module from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Name: ____________________________ Signature: ____________________________________

Title: __________________________________________

Organization: ______________________________________

Address: __________________________________________

Phone: (____)_________________ Fax: (____) __________________________

Email: __________________________________________

Anticipated use of the module: __________________________________________

________________________________________

Authorized MEI Signature: ____________________________ Date: ___________

Email your completed form to: purchasing@mei.org for MEI signature.