

AMSA Advertising Reservation Form/Insertion Order • Terms and Conditions

The following terms and conditions apply to the AMSA Advertising Reservation Form/Insertion Order between AMSA, the person or entity identified as the Client (Client), and the person or entity signing this reservation form. Questions and/or comments regarding the information contained with this reservation form should be sent to sales@amsa.org.

Reservation and File Requirements:

- AMSA will confirm ad reservation based on space availability at the time when reservation form is received by AMSA. Ad space is assigned on a first-come, first-served basis.
- The Client is encouraged to reserve ad space at least thirty (30) days prior to scheduled publish date. Exceptions made to this time frame are determined on a case-by-case basis.
- The Client agrees to meet AMSA's file specifications as included in the AMSA Media Kit and deliver electronic files to AMSA as follows:
 - AMSA Website and Weekly Consult:** Ad collateral (banner ad artwork and linking URL) must be uploaded to the AMSA Sales Artwork Submission Form at least ten (10) business days prior to scheduled publish date. Ad collateral may be changed within a confirmed reservation time frame for an additional fee of \$100 per ad change.
 - The New Physician (TNP):** Ad collateral (banner ad artwork or text content and linking URL) must be uploaded to the AMSA Sales Artwork Submission Form by the published deadline dates in the AMSA Media Kit for ad to appear as scheduled. The Client is subject to a service fee equal to ten percent of the regular fee if there is a delay in production caused by the Client.
- All ad collateral is subject to AMSA approval, and AMSA reserves the right to reject any artwork or URL. Acceptable File Formats: JPG, GIF, PNG. Files must be RGB and at least 72 dpi. Any artwork alterations are the responsibility of the Client. AMSA is not responsible for storing Client's files after last use. Files will not be returned.

Eligibility: AMSA bans advertisements and sponsorships in its publications from all pharmaceutical, medical device, biotechnology, diagnostic companies as well as companies who manufacture/promote/market/develop products purported to have a direct health benefit (such as vitamins, supplements, food derivatives). AMSA requires that all parties with direct funding from pharmaceutical, medical device and biotechnology companies report the existence of those relationships to AMSA. This information will be made available to AMSA members upon request. A report of such disclosure must be submitted to AMSA upon confirmation of participation (i.e. AMSA meetings, conventions, events).

Publication Liabilities: AMSA does not endorse the products, services, or programs of the organizations that appear in AMSA publications. The Client shall indemnify and hold AMSA harmless from and against any loss, expense (including attorney's fees) or other liability resulting from any claim or suit for defamation, libel, slander, plagiarism, illegal competition or trade practice, false or misleading content, infringement of trademark, service mark, trade name, infringement of copyright or proprietary rights, violation of the right of privacy or any other claim or suit of any nature resulting from the content provided by the Client or based on material or information furnished by the Client to AMSA.

Payment Terms: Prepayment is required of all new clients. If credit card payment is not received with reservation form, an invoice is sent upon receipt of reservation form. Payment is due within thirty (30) days of the invoice date. In the event an account becomes sixty (60) days past due (90 days from original invoice), all scheduled placements will be canceled, and delinquent account will incur a monthly finance charge of 1.75% of the outstanding balance until all fees are paid. Payment may be in the form of a check made payable to AMSA or with credit card (American Express, Discover, MasterCard or Visa). Cash is not accepted. All payments must be in U.S. currency only.

Advertising Agencies: Any person or entity signing the reservation form as an advertising agency on behalf of the Client represents and warrants that such person or entity has full power and authority as an agent of the Client to bind the Client to all of the terms and conditions of the reservation form, including but not limited to, the obligation for payment in the event of the Agency's failure to do so. In the event the Agency does not have such power and authority, the Agency agrees to pay AMSA and guarantee the payment of the Total Price Amount in full. AMSA may grant a 15% discount of gross billing to recognized agencies, provided agency requests discount at time of reservation and account is paid within thirty (30) days of invoice date. If account is not paid within thirty (30) days of invoice date, AMSA has the right to annul discount and full gross billing will apply. AMSA may hold the Agency and the Client jointly and severally liable for payments until payment in full is received by AMSA. In other words, liability is joint and several, not sequential. Payment by Client to Agency shall not constitute payment to AMSA.

Changes/Cancellations: Any changes to the reservation form made by the Client must be made in writing to AMSA at least ten (10) business days prior to when the artwork is scheduled to appear in publication. No cancellations by the Client will be permitted this time period. AMSA has the right to cancel reservation and assignment of placement at any time upon the default or delay by the Client in the payment of any amount due or other material breach on the part of the Client. Upon such cancellation, all fees for publishing not previously paid shall become immediately due and payable. The Client shall have no claim for damages against AMSA for breach of the reservation. Under no circumstances will AMSA have any liability whatsoever to an Agency.

Inability to Publish: Should AMSA be unable to publish at the time specified on reservation form due to any cause of any kind beyond AMSA's reasonable control, such as, but not limited to, acts of God, strikes or other labor difficulties, war, riots, changes in laws and regulations, other acts of government authorities, inclement weather, fire, flood, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, AMSA will not be liable to the Client. In the event of such delay, AMSA will notify the Client with a reasonable time, and it is agreed that the time for publication shall be extended for a period that is at least equal to the time lost by reason of the delay.

Disclaimer of Warranties: AMSA provides its publications, websites, and services on an "as is" and "as available" basis, without any warranty of any kind. In the event of any error or malfunction in the display or distribution of any ad, AMSA's sole obligation will be to reprint or redisplay the artwork as soon as reasonably practicable. AMSA disclaims any and all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability of fitness for a particular purpose and implied warranties arising from course of dealing or course of performance and expressly excludes all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law.

Limitation of Liability: In no event shall AMSA be liable for any loss of profits, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses arising out of or in connection with this reservation including any insertion order (even if AMSA was advised of the possibility of any of the foregoing). Under no circumstances shall AMSA be liable to the Client, Agency or any third parties for an amount greater than the amounts received by AMSA under the relevant insertion order in relation to which such liability may arise. In lieu of refund, AMSA shall be permitted to cause the placement of "make-good" replacement, if the "make-good" replacement is provided within a reasonable period after the liability has accrued.

Miscellaneous: This reservation form, including these Terms and Conditions and associated Insertion Order(s), sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Only a written addendum signed by both parties may change this. This reservation form will be governed and construed in accordance with the laws of the Commonwealth of Virginia. The Client and AMSA agree to submit to the exclusive jurisdiction of United States District Court for the Eastern District of Virginia and the State courts of Loudoun County, Virginia. If any provision of this reservation form is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.