

## Emedical Online

### Terms and Conditions of Acceptance of Advertisements

1. Web-Site advertisements are accepted on the understanding that the relationship between the Advertiser and Emedical Online ("the Publisher") is governed by the terms and conditions set out below. Unless specifically approved in writing by the Publisher, the terms and conditions stipulated on an Advertiser's order form or anywhere else shall be void. Terms and conditions which are contained in order forms other than those of the Publisher and which do not conform to, or are in addition to the Publisher's terms and conditions, will not be recognized as binding. Special terms and conditions will be subject to express written agreement by the Publisher. These terms and conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.
2. For the purpose of these terms and conditions, "Advertiser" shall refer to the contractual principal that is the party responsible for payment of charges arising from the publication of an advertisement to be placed on the Website [www.em-online.com](http://www.em-online.com) "the Website").
3. The Publisher cannot accept liability for any errors due to inaccurate copy instructions. Charges will be made to the Advertiser where the Publisher, its agents, subcontractors or employees are involved in extra production work owing to acts or defaults of the Advertiser or its agents. In the event of any error of an advertisement or part of, on the Website, except where attributable to a default by the Advertiser or its agents or where covered by Clause 5 below, the Publisher will at its option amend the advertisement as it appears on the Website. Essential Medical Online must receive any complaint concerning the reproduction of an advertisement in writing within four weeks of the publication date that the advertisement first appears on the Website.
4. In respect of Website advertisements, if the Publisher considers it necessary to amend the layout, spacing, design or features of the advertisement, the Advertiser will have the right to cancel if such arrangements are completely unreasonable, unless such changes are due to an emergency or circumstance beyond the Publisher's control.
5. To place an advertisement on the Website, the Advertiser shall pay to the publisher the subscription fee ("the Fee") of the amount notified by the Publisher from time to time. Payment of the Fee shall entitle the Advertiser to have an advertisement placed on the Website for a period agreed in writing. Subject to the clause 8(2) below, this period shall start to run from the date that the advertisement first appears on the Website. Emailed confirmations and faxed confirmations sent to the address/number supplied are subject to the same terms and conditions as written orders.
6. (1) A Website advertisement can only be cancelled by the Advertiser at its absolute discretion of the Publisher. Any cancellation request must be put in writing to Emedical Online. If the Publisher decides to exercise its discretion the Advertiser will in any event reimburse the Publisher for the time spent by its personnel at its standard time and materials rates from time to time prevailing in inputting the Advertisement onto the Website and dealing with all incidental matters. (2) The Publisher reserves the right to refuse acceptance of or to cancel any order at any stage prior to publication on the Website, without giving reason therefore and (subject to sub-clauses (3) and (4) below) in such circumstances the Publisher shall repay to the Advertiser any monies paid by the Advertiser and such repayment shall constitute entire discharge of the Publisher's liabilities to the Advertiser in respect of such refusal or cancellation. (3) In the event of: (a) Any distress execution or other legal process being levied upon any of the Advertiser's assets; (b) the Advertiser entering into any agreement or composition with its creditors committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up except for the purposes of amalgamation or reconstruction as a solvent company or a Receiver being appointed in respect of the whole or any part of its undertaking or assets; (c) Non-payment by the Advertiser of any monies due from it to the Publisher; the Publisher shall be entitled to cancel this or any contract between the Advertiser and the Publisher; (d) in the event of any cancellation by the publisher in accordance with sub-clause (c) above or any repudiation of the contract by the Advertiser the Publisher shall be entitled to recover as damages from the Advertiser all loss and damage of whatever kind consequential or otherwise which the Publisher shall sustain in connection with such cancellation: (e) the exercise of the rights conferred by this Condition shall be without prejudice to any other right enjoyed by the Publisher pursuant to the Terms and Conditions or by law.
7. (1) The total charge for the advertisement as set out on the order agreement will be payable within 7 days of placing of the advertisement on the Website. In respect of Website advertisements following the day on which the advertisement first appears on the Website, the Publisher will notify the Advertiser in writing of the date when the advertisement first appears on the Website within 48 hours of this occurring. (2) Time for payment shall be of the essence. Interest shall be payable at the rate of 1/1/2% per month and shall accrue from day to day on all overdue payments. (3) Any payment due under the Order shall be made in full without set off or counterclaim.
8. (1) Copy matter for Website advertisements must conform to the Publisher's requirements and charges may be made if the Publisher is involved in any additional work. The Advertiser undertakes to provide a full and complete copy of all material and information required by the Publisher in respect of the advertisement within five days of placing the order. (2) In the event of a failure on the part of the Advertiser to provide the required information for a Website advertisement within the deadline referred to above, the Publisher shall place the advertisement on the Website, containing such details and information that as are available to it. For avoidance of doubt the Advertiser shall where this clause (2) applies, remain liable to pay the Fee in accordance with clause 5 in full and the period covered by the Fee shall commence on expiry of the relevant deadline. If the information is subsequently provided to the Publisher after the expiry of the deadlines referred to above, details can subsequently be added to the advertisement at no extra cost, but the revised advertisement will only remain in place for the remainder of the period covered by the Fee already paid by the Advertiser.
9. The Advertiser will indemnify the Publisher fully in respect of any costs, claims, demands, damages, losses, expenses or liabilities whatsoever or howsoever incurred including without limitation all legal and other professional fees (together with any VAT thereon) arising directly or indirectly from the publication of an advertisement, where such an advertisement conformed with the copy instructions supplied by the Advertiser. The copyright on artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher.
10. The Advertiser warrants that the advertisement does not contravene any Act of Parliament, nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice or any other relevant industry codes of practice. On the contrary, copy must be legal, decent, honest and truthful. In accepting financial arrangements, the Publisher does so on the understanding that their copy content, authorization and placing have been processed in accordance with the requirements of the Financial Services and Markets Acts 2000 ("the Act"). The Publisher accepts no responsibility for any failure of advertisements to comply with the provisions or requirements of the Act, howsoever arising, and any such failure shall be the sole responsibility of the Advertiser.
11. The placing of an order by an Advertiser constitutes an assurance that all necessary authority and permission has been secured for the use in the advertisement of a pictorial representation of or of words attributable to a living person. The Advertiser warrants that it holds copyright, or copyright clearance, for all text, illustrations and designs included in the advertisement.
12. If so required, the Advertiser, where an agency, must disclose the identity of the client and reveal the nature of the product or service to be advertised. In the event of the Advertiser failing to comply with such a request, the Publisher reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
13. Notwithstanding anything in the above which may provide to the contrary, neither the Publisher nor the Advertiser shall be liable to one another for any loss or damage, consequential or otherwise, caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, Act of God or other similar contingency beyond the control of either party.