



Quadrant HealthCom Inc.

7 Century Drive | Parsippany | New Jersey 07054-4609 | 973-206-3434

Standard Terms and Conditions for Advertising

1. Quadrant HealthCom Inc. ("QHI") holds the Advertiser and its advertising agency jointly responsible for paying all duly authorized advertising inserted in or attached to any magazines, e-newsletters or Web sites owned or operated by QHI. All past due payments may be re-invoiced directly to the Advertiser, who will be held fully responsible for payment.
2. Except as otherwise expressly provided in the Insertion Order, positioning of advertisements within a QHI magazine, e-newsletter, Web site or on any page is at the sole discretion of QHI.
3. QHI may redesign or modify the organization, structure and/or look and feel of the magazine, e-newsletter, Web site or any other advertising product at any time and without notice.
4. An order for an advertisement in a QHI magazine or e-newsletter may be cancelled by Advertiser for any reason up to the issue's published ad close date. Advertiser will be responsible for, and hereby agrees to pay, orders cancelled at the close date, regardless of the date of ad placement.
5. Advertiser will be short rated if, within a 12-month period from the date of the first insertion, Advertiser does not use the amount of space upon which its billings has been based. Advertiser will be rebated if, within a 12-month period from date of the first insertion, Advertiser has used sufficient additional space to warrant a lower rate than that at which it has been billed.
6. Advertiser shall deliver to QHI the content, graphic images and others materials for the advertisement in a form and manner as specified by QHI. QHI will not be required to publish any advertisement that is not received in accordance with its specifications.
7. Costs incurred by QHI for production work on advertisements will be charged to the Advertiser regardless of whether or not the ad runs. Advertiser will be charged for any file modifications, creative or typography services provided by QHI.
8. QHI does not guarantee that access to its Web sites will be uninterrupted.
9. An order for an advertisement on any Web site owned or operated by QHI may be cancelled for any reason upon thirty (30) days written notice from Advertiser.
10. QHI does not claim ownership of any content, application or other material that the Advertiser provides to us for posting on our Web sites. QHI is not responsible for their content, accuracy or compliance with relevant laws or regulations. QHI is under no obligation to display advertising you may provide, and we may remove any advertising at any time at our sole discretion. Advertiser also warrants it controls all the rights to such advertising, including granting QHI permission to post it on its Web sites.
11. Advertiser may establish a hypertext link to its Web sites, providing that the link does not state or imply any sponsorship or endorsement of your site by QHI.
12. Advertiser may not incorporate into another site any of the Content or other materials from QHI Web Sites without prior written consent of QHI.
13. QHI does not claim ownership, endorse or take responsibility for third-party products, information, materials or services that may be offered, advertised, provided or displayed on its Web sites.
14. Advertiser hereby agrees to indemnify and hold QHI and its directors, employees and agents harmless from and against any third-party claims of liability, losses, damages and costs, including, without limitation, attorneys' fees arising out of or in connection with your use of or inability to use its Web sites or its Content, products or services.
15. Advertiser agrees to comply with all relevant local, state, national and international laws, statutes, ordinances and regulations that apply to its use of QHI Web sites and its Content, product and services.
16. All matters relating to access to or use of QHI Web sites, including all disputes, all be governed by and construed in accordance with the laws of the State of New Jersey.

Please see accompanying Integrated Media Rate Card for additional information