

The following terms and conditions shall be incorporated by reference into all insertion orders submitted by Advertiser or its advertising agency (collectively, "Advertiser") to the American Academy of Ophthalmology, EyeNet and/or M.J. Mrvica Associates (collectively, "Publisher") for all EyeNet publications, including but not limited to EyeNet Magazine, EyeNet's Academy News, EyeNet Best of, EyeNet's Guide to Academy Exhibitors, EyeNet's Academy Live, EyeNet's Ophthalmic Photography Calendar, EyeNet's Original Papers and Posters, EyeNet's Destination Chicago, EyeNet's Home Page, EyeNet Extra, EyeNet Online Exclusives, EyeNet E-Newsletters, and EyeNet Reprints:

1. Only Publisher may accept advertising.
2. Invoices are rendered on the publication date of each issue and are due and payable within 30 days of invoice date.
3. Publisher shall have the right to hold advertiser and/or advertising agency jointly and severally liable for such monies as are due and payable to Publisher for published advertising ordered by advertiser or its agent.
4. Publisher reserves the right to reject or cancel any advertisement that, in Publisher's sole opinion, Publisher determines is not in keeping with the publication's standards or for any other reason, even if advertising has been published previously by Publisher.
5. Advertiser assumes all liability for all content (including text, illustrations, representations, copyright, etc.) for published advertisements and further indemnifies and holds harmless Publisher for any claims against Publisher arising from the advertisement.
6. Any attempt to simulate the publication's format or content is not permitted, and the Publisher reserves the right to place the word "advertisement" with any copy that, in the Publisher's sole opinion, resembles or simulates editorial content.
7. Terms and conditions are subject to change by Publisher without notice.
8. Positioning of advertisements is at the discretion of the Publisher except where specific positions are contracted for or agreed to, in writing, between Publisher and Advertiser.
9. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement or if the advertisement is misplaced or mispositioned.
10. Publisher shall have no liability for error in the Advertiser Index.
11. Advertisements not received by the Publisher by ad close date will not be entitled to revisions or approval by Advertiser.
12. Advertiser may not make changes in orders after the ad close date.
13. Cancellations must be in writing and will not be accepted after the ad close date.
14. Advertiser will be charged for any artwork, separations, halftone, shipping or typography provided by the Publisher.
15. Under no circumstances shall Publisher be liable to Advertiser for any indirect, special or consequential damages (including, without limitation, loss of profit or impairment of good will). Under no circumstances shall the Publisher's total liability to any Advertiser exceed the invoiced cost of the advertisement.
16. Publisher will hold Advertiser's materials for a maximum of one year from last issue date. Advertiser must arrange for the disposition of artwork, proofs or digital materials prior to that time, otherwise materials will be destroyed. All requests regarding disposition of Advertiser's materials shall be in writing.
17. No conditions other than those set forth in this Media Kit shall be binding on the Publisher unless specifically agreed to, in writing, between Publisher and Advertiser. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with provisions of this Media Kit.

