



ADVERTISING POLICIES

1. All advertisements are subject to approval of *Journal Watch* (Publisher), which reserves the right to reject or cancel any advertisement at any time.
2. All advertisements are accepted and published by Publisher on the warranty of the agency and the advertiser that both are authorized to publish the entire contents and subject matter of the advertisement.
3. In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, agree to indemnify and hold harmless Publisher, its officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of privacy, copyright infringement, or plagiarism.
4. Publisher shall not be liable for any failure to print, publish, or circulate any advertisement accepted by Publisher; however, Publisher shall use its reasonable efforts to place such advertisement in subsequent available space.
5. All advertisements must clearly and prominently identify the advertiser by trademark or signature.
6. Advertorials are not accepted on the Publisher's website.
7. Any reference to Publisher or any of its products or services in advertisements, promotional material, or merchandising by the advertiser or the agency is subject to prior written approval by Publisher for each such use.
8. All advertising contract position clauses are treated as requests. Publisher cannot guarantee fixed positioning.
9. Publisher is not responsible for incidental or consequential damages for errors in displaying an ad.
10. Publisher may change the terms set forth herein at any time, provided that no such change applies to ads whose closing date precedes the announcement of the change.
11. Publisher will not be bound by any condition, printed or otherwise, appearing on insertion orders or copy instructions when such conditions conflict with the conditions set forth in this rate card.
12. In the event of nonpayment, Publisher reserves the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher.
13. Proprietary names of pharmaceutical products must be accompanied by the chemical, generic, or official name; the quantity of all active substances must be stated along

with the recommended dosage. Copy should be factual, conservative, and in good taste. New ad copy and creative for pharmaceutical products should be sent to the advertising department; please allow two weeks for clearance.

14. All advertising must be clearly germane to the practice of medicine.
15. *Journal Watch* online: Any use of *Journal Watch* trademarks or copyrighted material for links to and from the *Journal Watch* website must be approved, in advance, by *Journal Watch*. Any such unauthorized linking is prohibited. *Journal Watch* does not endorse or support any product or organization linked to the *Journal Watch* website nor is *Journal Watch* responsible for the content of any website promoted in an advertisement published in *Journal Watch*. For further online advertising policies, please visit www.jwatch.org.
16. Updates to our Internet advertising policy will be posted to this website. Online Advertising Policies can be viewed at the Publisher's website JWATCH.org.
17. Advertiser represents and warrants that all advertisements and pharmaceutical products they advertise are compliant with all applicable laws, rules, and regulations in the country where the advertisement will be seen.
18. Advertiser links to other websites cannot prevent a user from easily returning to Publisher's website.
19. Advertisements may not include offers for free merchandise or contests.

ONLINE CANCELLATION POLICIES

Advertiser may cancel the entire Insertion Order, or any portion thereof, as follows:

- **Run-Of-Site Banner Programs** On written notice to Publisher given 21 or more days before the start date. With cancellations inside 21 days of the start date, advertiser will be responsible for 50% of the Insertion Order amount that was reserved for delivery.
- **Flat Fee-based or fixed placement programs** (including, but not limited to, *Roadblocks, Specialty Packs, NEJM eTOC and other Sponsorships and Physicians First Watch and Journal Watch email products*) On written notice to Publisher given 30 or more days before the start date. With cancellations inside 30 days of the start date, advertiser will be responsible for 50% of the IO amount that was reserved for delivery.