

# INSERTION ORDER

## Terms and Conditions

The Society of Critical Care Medicine (“SCCM”) is the owner of *Critical Connections* and other publications and/or websites (collectively referred to as “SCCM Content”) as stated on the insertion order. The following are the Terms and Conditions for SCCM Content. Companies are required to agree to these Terms and Conditions when completing the Insertion Order. An advertisement will not be accepted if a signed insertion order has not been completed.

### ACCEPTANCE OF ADVERTISING

All advertisements are subject to SCCM’s review and approval. SCCM may, at its discretion, require edits or reject any advertisement submitted by the Company. All advertisements must clearly and prominently identify the Company by trademark, logo, service mark, or name.

Products or services with no direct relation to the medical industry may be eligible to advertise if approved by SCCM. Advertisements that conflict or have the appearance of conflicting with SCCM’s policies are prohibited.

The fact that an advertisement for a product, service, or company has appeared in a previous publication shall not be referred to in collateral advertising.

Any reference to SCCM or its affiliate’s products, services, or standards in advertisements or promotional material by the Company or the agency is prohibited. Promotion of products, services, or meetings that compete directly with those offered by SCCM or its affiliates are prohibited. SCCM reserves the right to decline advertising for any educational course, meeting, or related event or function if the advertised event or function falls within ninety (90) days before or after an event held by SCCM or its affiliates.

Membership solicitation by organizations other than SCCM or its affiliates is strictly prohibited. Fundraising by organizations or individuals other than SCCM is strictly prohibited.

Advertisement must be factual and in good taste, and all claims must be fully supportable. All claims of fact must be fully supportable and should be meaningful in terms of performance and any other benefit.

Advertisements containing testimonials or those that quote the names, statements, or writings of any individual, public official, government agency, testing group, or other organization must be accompanied by written consent for use from the quoted individual or entity.

The Company should avoid the use of claims whose validity depends on extremely fine interpretations of meaning. This does not exclude the use of normal qualifiers, such as footnotes, which may be necessary to render a claim true.

Complete scientific and technical data, whether published or unpublished, concerning the product or service’s safety, operation, and usefulness may be required. Samples of the products are not to be submitted. The Company may cite in footnotes references from scientific literature, provided the reference is truthful and is a fair representation of the body of literature supporting the claim being made.

Comparisons to any of SCCM’s products or services or comparisons to a competitor’s products or services are prohibited.

The use of the Society of Critical Medicine (SCCM) or any other affiliate’s name, logo, trademark, or service mark, is prohibited without prior written approval.

All advertisements are accepted and published by SCCM on the warranty of the Company and agency that both are authorized to publish the entire contents and subject matter of the advertisement.

The inclusion of an advertisement in SCCM Content is not to be construed or publicized as an endorsement or approval by SCCM or its affiliates, nor may the Company promote that its advertising claims are approved or endorsed by SCCM or its affiliates.

Artwork, format, and layout should be such as to avoid confusion with editorial content of the publication. SCCM reserves the right to insert the word “Advertisement” above or below any copy to avoid confusion.

Advertising is separate from content. The Company has no advance knowledge of SCCM’s editorial content, nor do the editors shape content to accommodate advertising. The Company does not influence any of SCCM’s editorial decisions or advertising policies.

Advertising that appears on SCCM’s website must be clearly distinguishable from any editorial content.

SCCM does not release to the Company any personally identifiable data on the users of its websites.

### LIMITATION OF LIABILITY

SCCM will endeavor to publish advertisements promptly and accurately. The Company shall immediately notify SCCM of any errors. Upon notification, errors will be corrected in the next available comparable placement of the advertisement, as determined by SCCM. This shall constitute the sole remedy for any errors. SCCM shall not be liable for failure to publish any advertisement accepted by SCCM. SCCM shall not be held liable to the Company for any loss that results from the incorrect publication of an advertisement.

The Company agrees to indemnify and hold harmless SCCM and its affiliates for all damages, costs, or expenses of any nature, including court costs and legal fees, for which SCCM may become liable by reason of its publication of the Company’s advertisement.

SCCM assumes no responsibility for verifying statements contained in an advertisement. Nor is SCCM responsible for printer or clerical errors, typographical errors, or incorrect insertions. Further, SCCM is not responsible for advertising placements near competing products unless an agreement has been made in writing between SCCM and the Company prior to such placement. SCCM will not make corrections to ad artwork. All ad artwork must be submitted in final format. SCCM will not be held responsible for incorrect ad sizes or incorrect copy in artwork that is submitted.

All efforts are made to preserve advertising materials in their original condition. However, SCCM is not responsible for lost or damaged advertising materials after production.

SCCM will not be bound by any condition appearing on insertion orders, contracts, or copy instructions submitted by or on behalf of the Company, when such condition conflicts with any provision on the insertion order or with these terms and conditions.

### GENERAL TERMS

All matters and questions not specifically covered are subject to the final decision of SCCM. SCCM reserves the right to change these terms and conditions at any time, for any reason.

**Cancellation.** SCCM, at its sole discretion, reserves the right to reject requests for advertisements, cancel, or not renew previously approved advertisements, at any time for any reason or no reason at all. The Company may cancel or change an insertion within this Agreement by providing notice in writing to SCCM within fifteen (15) days after signing this Agreement. Any insertions cancelled after the deadline will incur the full cost of the insertion as indicated on the insertion order form. In instances of cancellation after the advertising space closing deadline, SCCM reserves the right to resell the advertising space. The Company is not relieved of any obligations made in the Agreement should SCCM resell the advertising space. Premium positions and transition ads cannot be cancelled.

**Governing Law.** This Agreement will be construed and interpreted under the laws of the State of Illinois. All disputes will be subject to the exclusive jurisdiction of the Illinois State Courts of Cook County, Illinois, USA (or, if there is federal jurisdiction, the United States District Court for the Northern District of Illinois, USA), and the parties consent to the personal and exclusive jurisdiction of these courts.

**Modification.** This Agreement may be amended or modified only by a written instrument signed by the parties.

**Notices.** All notices required to be delivered in writing hereunder will be given to the other party either through email or through delivery via certified or registered mail, delivered to the party at the address above.