The Journal of the American Dental Association (JADA)

Product Sales Advertising

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www.jada.ada.org

Editorial

The Journal of the American Dental Association (JADA), the premier journal in dentistry, contains peer-reviewed editorial on the latest developments in practice and research. Clinical reports, original research, case reports, and editorial on new techniques and improvements affecting dentistry serve to enhance the delivery of dental care.

Since its debut in 1913, JADA has cornered the market in dental science publishing. No other journal commands the same respect. JADA is the “must-read” publication for the practicing dentist, the dental researcher, the dental educator.

Today’s JADA continues to offer a wide range of information. Readers benefit from clinical information in such areas as biomaterials, pharmacology, and cosmetic and esthetic dentistry, as well as general dental practice; Reports on the increasingly important relationship between dental health and overall health; Views on the issues of the day; and a continuing education program. Yearly independent readership studies consistently rank JADA as the nation’s best-read dental journal.

Editor-in-Chief:  Jeffrey Platt, DDS, MS (Interim Editor)

Affiliation:  American Dental Association

Audience:  Dentists, dental researchers, and dental educators.

Total Circulation:  137,859  
Issuance:  12 times per year

Journal Contacts

Advertising and Integrated Programs

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### Print Closings

**Cancellations:** No cancellations will be accepted after closing date. Covers and preferred positions are non-cancellable. Dates subject to change.

<table>
<thead>
<tr>
<th>VOLUME/ISSUE</th>
<th>PUBLICATION DATE</th>
<th>PRINT SPACE CLOSING DATE</th>
<th>PRINT MATERIALS DEADLINE</th>
<th>INSERTS DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>151/9</td>
<td>September 2020</td>
<td>7/24/2020</td>
<td>7/29/2020</td>
<td>8/5/2020</td>
</tr>
<tr>
<td>151/11</td>
<td>November 2020</td>
<td>9/25/2020</td>
<td>9/30/2020</td>
<td>10/7/2020</td>
</tr>
</tbody>
</table>

**Bonus Distribution**

Contact your sales representative for more details.
Print Advertising

Rates

<table>
<thead>
<tr>
<th>FREQUENCY</th>
<th>FULL PAGE (BLACK &amp; WHITE)</th>
<th>2/3 PAGE (BLACK &amp; WHITE)</th>
<th>1/2 PAGE (BLACK &amp; WHITE)</th>
<th>1/3 PAGE (BLACK &amp; WHITE)</th>
<th>1/4 PAGE (BLACK &amp; WHITE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1x</td>
<td>$13,530</td>
<td>$9,755</td>
<td>$8,540</td>
<td>$6,040</td>
<td>$4,530</td>
</tr>
<tr>
<td>3x</td>
<td>$13,110</td>
<td>$9,520</td>
<td>$8,440</td>
<td>$5,990</td>
<td>$4,425</td>
</tr>
<tr>
<td>6x</td>
<td>$12,660</td>
<td>$9,350</td>
<td>$8,360</td>
<td>$5,890</td>
<td>$4,295</td>
</tr>
<tr>
<td>9x</td>
<td>$12,565</td>
<td>$9,090</td>
<td>$8,270</td>
<td>$5,850</td>
<td>$4,255</td>
</tr>
<tr>
<td>12x</td>
<td>$12,185</td>
<td>$8,715</td>
<td>$8,135</td>
<td>$5,800</td>
<td>$4,210</td>
</tr>
<tr>
<td>18x</td>
<td>$11,945</td>
<td>$8,540</td>
<td>$8,030</td>
<td>$5,680</td>
<td>$4,165</td>
</tr>
<tr>
<td>24x</td>
<td>$11,655</td>
<td>$8,360</td>
<td>$7,870</td>
<td>$5,630</td>
<td>$4,075</td>
</tr>
<tr>
<td>36x</td>
<td>$11,560</td>
<td>$8,270</td>
<td>$7,770</td>
<td>$5,510</td>
<td>$4,045</td>
</tr>
<tr>
<td>48x</td>
<td>$11,480</td>
<td>$8,135</td>
<td>$7,625</td>
<td>$5,470</td>
<td>$3,975</td>
</tr>
<tr>
<td>60x</td>
<td>$11,290</td>
<td>$8,030</td>
<td>$7,520</td>
<td>$5,400</td>
<td>$3,925</td>
</tr>
<tr>
<td>72x</td>
<td>$11,180</td>
<td>$7,870</td>
<td>$7,390</td>
<td>$5,330</td>
<td>$3,875</td>
</tr>
<tr>
<td>84x</td>
<td>$10,775</td>
<td>$7,580</td>
<td>$6,700</td>
<td>$4,760</td>
<td>$3,565</td>
</tr>
<tr>
<td>96x</td>
<td>$10,665</td>
<td>$7,500</td>
<td>$6,625</td>
<td>$4,720</td>
<td>$3,530</td>
</tr>
<tr>
<td>120x</td>
<td>$10,520</td>
<td>$7,405</td>
<td>$6,545</td>
<td>$4,665</td>
<td>$3,490</td>
</tr>
</tbody>
</table>

- **STANDARD COLOR**
  - $945
- **MATCHED COLOR**
  - $1,210
- **4 COLOR**
  - $2,100
- **3 COLOR**
  - $2,140

Cover Tips

$27,000 Net Client Provided (Standard 2-sided; please contact your sales representative for larger unit pricing)

Outserts

Contact your sales representative for rates and opportunities.

Earned Rates

Rates are based on the total units earned during a twelve-month period. Space purchased by a parent company and its subsidiaries is combined to determine earned rate.

AGENCY DISCOUNT 15% - All rates in print are GROSS, except those that marked as Net.

Inserts

Furnished inserts are billed at the black and white rate times the number of insert pages.

- **Two-page insert (one leaf):** Two-times earned frequency rate.
- **Four-page or larger insert:** Black & White earned frequency rate per page.

Composition

<table>
<thead>
<tr>
<th>PRINTING</th>
<th>FULL PAGE</th>
<th>HALF PAGE</th>
<th>QUARTER PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black &amp; White only</td>
<td>$150</td>
<td>$125</td>
<td>$95</td>
</tr>
</tbody>
</table>

All production charges are net and non-commissionable

Digital Advertising

Banner Ads – Journal Website
### Banner Ads – Table of Contents (TOC) Email

<table>
<thead>
<tr>
<th>POSITION</th>
<th>DIMENSIONS</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leaderboard</td>
<td>728 x 90 px</td>
<td>$1,900</td>
</tr>
<tr>
<td>Skyscraper</td>
<td>160 x 600 px</td>
<td>$1,900</td>
</tr>
<tr>
<td>Large Rectangle</td>
<td>300 x 250 px</td>
<td>$1,900</td>
</tr>
</tbody>
</table>

Additional Notes:
1. All rates in digital are NET.
2. Digital campaigns (including banner ads on journal website, Table of Contents (TOC) email and mobile apps) lasting 8 weeks or shorter are subject to 20% premium charge to regular CPM/flat fee.
4. See Digital Specs for detailed specifications.

Acceptance of Advertising

The Publisher, Editor, and Association reserve the right to reject any advertising for any reason. Advertiser shall indemnify and hold harmless the Publisher, Editor, and the owner of the journal from and against any loss, expense, claim, or liability resulting from their advertisement. Advertiser warrants that its advertisements comply with all applicable laws, rules, and regulations. New copy must be submitted by ad space closing date.

*State and local taxes may apply.*
Production Specs

Mechanical Specifications

Trim: 8-1/8” x 10-7/8”
Keep live matter 1/4” from all trim edges.

<table>
<thead>
<tr>
<th>AD SIZE</th>
<th>NON BLEED</th>
<th>BLEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Page</td>
<td>7-5/8” x 10-3/8”</td>
<td>8-3/8” x 11-1/8”</td>
</tr>
<tr>
<td>Spread</td>
<td>15” x 10”</td>
<td>16-1/2” x 11-1/8”</td>
</tr>
<tr>
<td>2/3 Page</td>
<td>4-1/2” x 9-3/4”</td>
<td></td>
</tr>
<tr>
<td>1/2 Horizontal</td>
<td>7-1/8” x 4-5/8”</td>
<td></td>
</tr>
<tr>
<td>1/2 Vertical</td>
<td>3-1/2” x 9-3/4”</td>
<td></td>
</tr>
<tr>
<td>1/3 Vertical</td>
<td>2-1/4” x 9-3/4”</td>
<td></td>
</tr>
<tr>
<td>1/4 Page</td>
<td>3-1/2” x 4-5/8”</td>
<td></td>
</tr>
</tbody>
</table>

Binding: Perfect; Jogs to head
Printing Process: Litho Web
Halftone Screen: Cover: 150 line screen Text: 150 line screen

Print Ad Specifications

File Format

PDF or PDF/X-1a compliant files, saved as PDF version 1.3. Transparencies within the supplied PDF(s) will be warned. The transparent elements contained in your file(s) must be converted within the native layout application or flattened in Acrobat using the High Resolution Flattener Presets to avoid overprint issues.

Saving your PDF to Acrobat 4 (PDF 1.3) compatibility will ensure transparent elements are flattened. If the ad contains spot colors that are not converted to process colors (CMYK) before flattening, overprint and/or trap issues may occur.

The following layout applications yield the optimum results for creating a print-compliant PDF and are expected to follow all requirements listed in this document:
- InDesign version 2 or higher (CS preferred)
- QuarkXPress version 6.5 or higher

Additional costs may apply if problems are encountered. NOTE: When using Adobe Illustrator it is preferred to have all fonts converted to outline/paths, and files submitted as EPS files.

Images

All high-resolution images and fonts must be included. TIFF & EPS files must conform to the following minimum resolution specifications:
- Grayscale and Color images: 300 dpi
- Combination Grayscale and Color images: 500-900 dpi
- Line art (Bitmap) images: 900-1200 dpi

Higher image resolutions are acceptable as they exceed the minimum requirements, but in some cases unnecessary resolution will be discarded to achieve smaller file sizes.

Fonts

Use of PostScript Type 1 fonts is encouraged. Include fonts for any embedded graphics. DO NOT use Type 3 or Multiple Master fonts. Avoid using Macintosh menu-styled fonts, Macintosh “city” fonts (Chicago, Geneva, etc.) and Microsoft Outlook fonts (Tahoma, Impact, etc.).

Page Layout

Regardless of the file format supplied, all ads must conform to the following specifications:
Pages must be built to the final trim size. Any content that prints to the trim line must be extended an additional 1/8" (0.125") minimum bleed allowance beyond the trim on all sides.

Any essential images or text ("live matter") should be positioned at least 1/4" (0.25") from trim edges.

Supply as single page files only.

Right Reading, Portrait Mode, 100% size, No Rotation.

All fonts and graphics must be either embedded or included with the files and conform to the format type listed above. Images must also conform to the specifications above for minimum image resolution.

All color ads should be supplied as composite files.

Reverse type should be no less than 6pt. Fine lettering (thin lines, serifs) should be restricted to one color.

Embedded images should not be scaled, cropped/masked or rotated within the page layout application but instead should be manipulated in a proper image editing program (ex. Photoshop) and then imported into the page layout program at proper size and position.

DO NOT nest EPS files within EPS files.

All lines and line art images should be of a minimum 1/3 pt thickness (1/2 pt for reverses) at final size to reproduce effectively on press.

Special effects (ex. gradient, transparency, shadow, 3D effect) will be converted to raster object due to file compatibility.

If needed, crop marks and SWOP color bars should be positioned 1/2" (0.50") outside trim (cannot appear within bleed area).

**Color Space**

All color images and files are to be supplied as CMYK with a Total Area Coverage (TAC) not to exceed 300% for the darkest area of an image. Files supplied as RGB will be automatically converted to CMYK.

**Spot Colors**

Spot colors are to be identified using the standard Pantone naming convention and not a custom color such as “Dark Blue.” PMS colors will be converted to process unless otherwise specified. When using both art and layout programs be sure spot color naming is consistent in all applications (ex. Do not define both PMS 201CY and PMS 201CVC).

NOTE: Any non-intended spot colors will be converted to CMYK.

**Trapping and Screening**

Overprints and knockouts should be defined. Files are NOT to be trapped or prescreened. Our Prepress service provider will use industry recognized trapping software to auto-trap your files for optimum performance and reproduction on press and will apply the appropriate screening. Note that these trap settings may force small text and fine graphics to overprint to hold registration on press.

**Proofs**

If submitting a proof for color match on press, please send a SWOP-certified contract color proof (with SWOP proofing bar or GATF proof comparator), produced from the final submitted file and imaged at 100% scale. Revised proofs must be supplied whenever a text or design change is made. For a list of current SWOP-approved proofs visit [www.swop.org/certification/systemlist.asp](http://www.swop.org/certification/systemlist.asp). Desktop inkjet printer proofs do not meet SWOP specifications.

Elsevier cannot guarantee color match unless acceptable proof is provided. If a contract proof is not supplied Elsevier will run to standard ink densities and dot gains.

**Delivery**

Submit PDF ad files to Elsevier ad portal at [www.ads4els.com](http://www.ads4els.com)

**Conformance to Specs**

Variances from the above specifications may not yield results that conform to Elsevier quality control standards.

**Insert Requirements**

| Size - 2 page                      | 8-3/8” x 11-1/8” |
| Size - 4 page                      | 16-3/4” x 11-1/8”, furnish folded to 8-3/8” x 11-1/8” |
| Trimming                          | 1/8” trimmed off top, bottom, gutter and face. Keep all live matter 1/4” from all trim edges. Note that a ½" safety must also be applied to both sides of the gutter/spine. |
| Insert Stock Weight               | For 2 page 80# text preferred; 4 to 8 pages – 60# text minimum; 80# text maximum. Inserts that do not meet these minimum/maximum weights must be sent to the publisher two weeks prior to advertising close date for evaluation and print compatibility. |
| Closing Date for Booking          | Same as ad space closing |
| Inserts                           |  |
Insert delivery date: See insert due dates
All inserts must be submitted to Publisher for approval of stock, design and other mechanical specifications. Copy of insert must accompany insertion order.
Note: Failure to meet insert specifications & packaging guidelines may result in additional charges and/or delays with insertion.

Insert Quantity
For conference copy distribution, contact Ad Sales Services.

Insert Packing & Shipping Instructions
Inserts packed one up, folded if four pages, flat if two pages. All inserts must be delivered to the printer in cartons, with journal title, quantity, product & issue date (month/year) clearly marked. If shipping inserts for more than one issue date, inserts must be packed separately and clearly marked indicating journal title, issue date (month/year) and quantity.

INSERT SHIPMENTS ADDRESS
The Journal of the American Dental Association (JADA)
LSC Communications
1600 North Main Street
Pontiac, IL 61764
Attn: Elsevier Team

Disposition Of Reproduction Materials
All digital ad files will be held for twelve months only unless otherwise notified. Left over inserts will be held until the issue mails. After issue mailing is completed any unused inserts for that issue will be destroyed unless otherwise indicated on the insertion order. Excess inserts held in storage beyond completion of insertion date will be subject to storage charges.

For Contracts, Insertion Orders & Production Materials
Le-Andrea Sylvester
le.sylvester@elsevier.com
(t) 212-633-3649 (f) 212-633-3846
Send new print ad files and submit pickup ads to www.ads4els.com

Digital Specs

Journal Website Banner Ads

Creative Sizes
Leaderboard: 728 x 90
Placement: Journal pages
Above journal banner and logo, set to display on all non-content journal pages (content pages = abstract and full text articles*)
Note: Leaderboard can be configured to load on full-text and abstract pages on journal-by-journal basis only. This is not an automatic placement so a special request must be made. Ad will appear on all abstract and FT pages (for all issues).

Wide Skyscraper: 160 x 600
Placement: Journal pages
Right hand column of journal page, displays on all non-content pages (content pages = abstract and full text articles*)

Large Rectangle: 300 x 250
Placement: Journal pages
Bottom center of the page, displays on HOMEPAGE only (content pages = abstract and full text articles*)

* Generic list of non-content pages available upon request though will vary by journal

Specifications
### Rich Media Expanding & HTML In-Page Ads*

<table>
<thead>
<tr>
<th>Creative Sizes</th>
<th>728X90</th>
<th>300X250</th>
<th>160X600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expanded (wXh pixels)</td>
<td>728X315</td>
<td>600X250</td>
<td>300X600</td>
</tr>
<tr>
<td>Expand direction</td>
<td>▼ Down</td>
<td>▷ Right</td>
<td>◁ Left</td>
</tr>
<tr>
<td>Initial size</td>
<td>150 KB</td>
<td>150 KB</td>
<td>150 KB</td>
</tr>
<tr>
<td>Subsequent size</td>
<td>2.2 MB</td>
<td>2.2 MB</td>
<td>2.2 MB</td>
</tr>
<tr>
<td>Back-up GIF</td>
<td>200 KB</td>
<td>200 KB</td>
<td>200 KB</td>
</tr>
<tr>
<td>Animation</td>
<td>15 seconds or 3 loops of 5 seconds</td>
<td>15 seconds or 3 loops of 5 seconds</td>
<td>15 seconds or 3 loops of 5 seconds</td>
</tr>
<tr>
<td>Video</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Max video file size</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Expansion method</td>
<td>On click</td>
<td>On click</td>
<td>On click</td>
</tr>
<tr>
<td>Hotspot requirements</td>
<td>Not to exceed 1/4 size of original ad</td>
<td>Not to exceed 1/4 size of original ad</td>
<td>Not to exceed 1/4 size of original ad</td>
</tr>
<tr>
<td>Close button requirements</td>
<td>8pt - 16 pt (11px - 21px)</td>
<td>8pt - 16 pt (11px - 21px)</td>
<td>8pt - 16 pt (11px - 21px)</td>
</tr>
</tbody>
</table>

*Rich media expanding and HTML in-page ads are subject to approval and testing. Creative must be received 5 business days before launch.

Additional Notes:
- Third party tags must be SSL compliant
- Ads served via DFP by Google

**Table of Contents (TOC) Email Banner Ads**

**Creative Sizes**
Leaderboard: 728 x 90
Wide Skyscraper: 160 x 600
Large Rectangle: 300 x 250

Specifications

Size: 200K max
Rotation: No
Required Resolution: 72 dpi
Acceptable File Format: .gif or .jpg
Rich Media: No
Animation: No
Target URL: Required
3rd Party Tags: No
1. Applicability

These terms and conditions shall apply to all offers, proposals and agreements made between Elsevier and any third party or its agent ("the Client") relating to the products and/or services of Elsevier ("the Products and/or Services") and, along with the then current price/rate list, will constitute the entire agreement between the parties. All rights therein shall be vested in Elsevier. Elsevier reserves the right to refuse any order at any time.

2. Offer and acceptance/ Description

Each order for the Products and/or Services from the Client to Elsevier to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted unless in writing and signed by an authorized signatory of Elsevier. If an order is made by phone, Final approval must be given by Elsevier in writing. Elsevier shall have the right, without notice or liability to the Client, to make any changes in the information contained in递交的订单，并且最终的确认需要由Elsevier以书面形式签署

3. Execution and modification of the order

Any modifications to the agreed upon service description, budget or schedule, as set out in the order acknowledgment, may result in an adjustment to the final price and/or delivery schedule at Elsevier’s discretion. If, at the request of the Elsevier, the Client modifies an advertisement in conjunction with the performance of this TC, Elsevier shall act in the name of, and at the risk of the Client, and any data supplied by Elsevier for delivery performance of the products and services intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are specified, delivery/performance will be within a reasonable time.

4. Prices, taxes and currencies

Prices for the Products and/or Services shall be at the price/rate set out in Elsevier's current price/rate list (whether print or online). All such price/rates shall be exclusive of any handling, packing, loading, shipping, insurance, freight, duties, taxes, value-added taxes, and all other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be borne by the Client.

5. Payment

Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Elsevier may set any early payment credits for any product account and shall be entitled to refuse to supply any further Products to any account that has exceeded any early payment credit. Legal and beneficial title to any tangible Product supplied by Elsevier (but Elsevier shall remain with the Client until Elsevier has received full (less or cash on delivery) all sums due in respect of that Product and at other sums which are due and become due to Elsevier from the Client at any time. The Client may not resell the Products or Services before ownership has passed to it. The Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other Client content. Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Client's Content, and (ii) Client has obtained and is responsible for any necessary releases and consents, such as from models or other third parties.

6. Distribution

It is guaranteed by Elsevier that all Client orders will be delivered to the Client on the date or dates specified in the order. Any change in address or a request by the Client to resell the Products before ownership has passed to it shall be subject to the approval of Elsevier. Everything purchased from Elsevier is final sale and no returns shall be accepted.

7. Intellectual property

Client shall remain with the Client until ownership has passed to the Client. In the event that Elsevier is unable to perform within the agreed time, the Client shall have the right to terminate the agreement immediately and be entitled to a refund of any payments made in advance. If the Client authorizesElsevier to act on behalf of the Client in any legal proceedings, the Client shall indemnify Elsevier against all costs, expenses and losses which Elsevier incurs in connection with the conduct of such proceedings.

8. Liability and claims

In the event of any breach of the contract, the Client shall be entitled to terminate the agreement and claim damages. Elsevier shall not be liable for any indirect, special or consequential damages or losses, including, without limitation, loss of profits or any other indirect, special or consequential damages or losses.

9. Force majeure

If by reason of some disaster, strike, inability to obtain labor, materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of Elsevier, the Client may be entitled to delay or to cancel the distribution of the Product or Service. No such delay or cancellation shall be grounds for cancellation or refund of any payments made in advance. Client shall be entitled to terminate the agreement immediately and be entitled to a refund of any payments made in advance.

10. Advertisements & Reprints

Client is solely responsible for ensuring approved advertising copy is received in Elsevier's electronic form (or such other form as specified by Elsevier) and within the relevant deadline set by Elsevier (the "Closing Date"). Where copy is received late or not at all, Elsevier shall not be liable for any loss or expense incurred by the Client. If the Client orders in excess of the quoted volume, Elsevier shall return to the Client any amount overpaid by the Client is reimbursed to Elsevier for any Product or Service under any other order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received from the Client against any outstanding debts to Elsevier.

11. Cancellations & Returns

If the Client cancels an order either wholly or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. Any cancelled orders shall be returned to Elsevier at the Client's expense. If the Client requests a return of goods, the Client shall be responsible for the return shipping charges. Returns must be in their original packaging and be received by Elsevier within thirty (30) days of the date of shipment.

12. Compliance with laws

Client is responsible for ensuring that all advertising copy is ruled in accordance with all applicable laws and regulations. Client shall be solely responsible for any legal liability arising out of any Client advertisement or other Client content. Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Client's Content, and (ii) Client has obtained and is responsible for any necessary releases and consents, such as from models or other third parties.

13. Amendment

These terms and conditions may be amended by Elsevier at any time without notice to the Client.

14. Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the United Kingdom, and the Client hereby submits to the exclusive jurisdiction of the English courts in all matters arising out of or in connection with this agreement and all other agreements entered into by the parties. The parties hereby irrevocably agree that the English courts shall have exclusive jurisdiction over any dispute arising out of or relating to this agreement and all other agreements entered into by the parties. Any notice or communication to Elsevier shall be deemed properly given if it is delivered personally to an authorized signatory of Elsevier, sent by registered or certified mail, return receipt requested, to Elsevier at the address set forth above, or by facsimile transmission to the facsimile number set forth above. All notices and communications hereunder shall be deemed given when received.

15. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. No amendment to or modification of this agreement shall be effective unless executed in writing by both parties.

16. Waiver

The failure by Elsevier to enforce any rights under this agreement or any provision of this agreement shall not be deemed a waiver of any such right or provision. The Client shall be entitled to enforce its rights under this agreement and any provision of this agreement.

17. Governing law

This agreement shall be governed by and construed in accordance with the laws of the United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the United States or any other jurisdiction). Any legal action or proceeding arising out of or relating to this agreement or any provision of this agreement shall be brought exclusively in the federal and state courts located in the County of Los Angeles, California, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of such courts for such purpose.

18. Amendment

These terms and conditions may be amended by Elsevier at any time without notice to the Client.

19. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. No amendment to or modification of this agreement shall be effective unless executed in writing by both parties.

20. Waiver

The failure by Elsevier to enforce any rights under this agreement or any provision of this agreement shall not be deemed a waiver of any such right or provision. The Client shall be entitled to enforce its rights under this agreement and any provision of this agreement.

21. Governing law

This agreement shall be governed by and construed in accordance with the laws of the United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the United States or any other jurisdiction). Any legal action or proceeding arising out of or relating to this agreement or any provision of this agreement shall be brought exclusively in the federal and state courts located in the County of Los Angeles, California, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of such courts for such purpose.