The American Journal of Surgery

Overview

The American Journal of Surgery is a paid circulation, refereed journal reaching approximately 6,000 surgeons, who are buying influencers in this market. These include general surgeons who perform abdominal, cancer, vascular, head and neck, breast, colorectal, and other forms of surgery. Ninety percent of AJS subscribers are board certified and the rest are board eligible. AJS is an independent medical journal providing superior clinical editorial articles and is the official publication of several major surgical societies. In addition to publishing some of these societies' rigorously review annual meeting papers, the AJS publishes free-standing, independent peer-reviewed articles. This provides for superior editorial content and balance. All articles are referenced in Medline and are thus part of an international referenced source of medicine and surgery. Two of every three subscribers are high readers and more than half indicate that they read every issue. More than 90% of all respondents to a recent survey had read all or part of a test issue. AJS has one of the highest readership-to-recipient rates in the field, and in a recent year readers placed orders for nearly 20,000 reprints.

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Global Print Circulation	Avg. Global Monthly Visits	Avg. Global Monthly Unique Visitors	Avg. Global Monthly Page Views	Avg. Global eTOC Distribution
2,485	14,934	12,790	29,316	11,972

Affiliation
• Southwestern Surgical Congress • North Pacific Surgical Association • Association for Surgical Education • Association of Women Surgeons • The Association of Surgeons in Training • The Midwest Surgical Association • The Society of Black Academic Surgeons

Audience
General Surgeons

Editor-in-Chief
Editor-in-Chief: Kirby I. Bland, MD
Managing Editor: Kan Moore

Issuance
13 times per year

Print Closings

VOLUME/ISSUE	PUBLICATION DATE	SPACE CLOSING	RUN OF BOOK ARTWORK DUE	PREPRINTED SUPPLIED PIECES DUE
225/1	January 2023	11/17/2022	11/22/2022	12/01/2022
225/2	February 2023	12/20/2022	12/27/2022	01/04/2023
225/3	March 2023	01/27/2023	02/01/2023	02/08/2023
225/4	April 2023	02/24/2023	03/01/2023	03/08/2023
225/5	May 2023	03/23/2023	03/28/2023	04/04/2023
225/6	June 2023	05/01/2023	05/04/2023	05/11/2023
226/1	July 2023	05/26/2023	06/01/2023	06/08/2023
226/2	August 2023	06/22/2023	06/27/2023	07/06/2023
226/3	September 2023	07/27/2023	08/01/2023	08/08/2023
226/4	October 2023	08/22/2023	08/25/2023	09/01/2023
226/5	November 2023	09/25/2023	09/28/2023	10/05/2023
226/6	December 2023	10/24/2023	10/27/2023	11/03/2023
227/1	January 2024	11/17/2023	11/22/2023	12/01/2023

Cancellations:

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

Rates

FREQUENCY	FULL PAGE (BLACK & WHITE)	1/2 PAGE (BLACK & WHITE)
1x	$ 4,740	$ 3,305
3x	$ 4,695	$ 3,270
6x	$ 4,575	$ 3,195
12x	$ 4,425	$ 3,105
24x	$ 4,325	$ 3,035
36x	$ 4,170	$ 2,965
48x	$ 4,005	$ 2,805
60x	$ 3,845	$ 2,710
72x	$ 3,695	$ 2,620

3/4 COLOR	STANDARD COLOR	MATCHED COLOR
$ 2,625	$ 920	$ 1,120

Cover Tips
$6,500

Outserts
$7,000

Premium Positions

Cover 4: 50% B/W Page rate

Cover 2: 35% B/W Page rate

Cover 3: 25% B/W Page rate

Opposite TOC: 25% B/W Page rate

First Right Hand Page: 25% B/W Page rate

Other Preferred Positions: 10% B/W Page rate

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.

For information about our Agency discount (including those for in-house agencies), please contact your Sales Representative.

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.

Composition

All production charges are net and non-commissionable

PRINTING	FULL PAGE	HALF PAGE	QUARTER PAGE
Black & White only	$150	$125	$95

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.

Classified / back of book print closings

VOLUME/ISSUE	PUBLICATION DATE	CLASSIFIED SPACE CLOSING & RUN OF BOOK ARTWORK DUE
225/1	January 2023	11/11/2022
225/2	February 2023	12/14/2022
225/3	March 2023	01/23/2023
225/4	April 2023	02/17/2023
225/5	May 2023	03/17/2023
225/6	June 2023	04/25/2023
226/1	July 2023	05/22/2023
226/2	August 2023	06/16/2023
226/3	September 2023	07/21/2023
226/4	October 2023	08/16/2023
226/5	November 2023	09/19/2023
226/6	December 2023	10/18/2023
227/1	January 2024	11/13/2023

Cancellations:

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

Classified / back of book print advertising

Rates

FREQUENCY	FULL PAGE (BLACK & WHITE)	1/2 PAGE (BLACK & WHITE)	1/4 PAGE (BLACK & WHITE)	1/6 PAGE (BLACK & WHITE)
1x	$ 5,150	$ 3,855	$ 2,400	$ 1,450
3x	$ 5,105	$ 3,820	$ 2,270	$ 1,405
6x	$ 4,990	$ 3,750	$ 2,205	$ 1,365
12x	$ 4,835	$ 3,635	$ 2,165	$ 1,315

3/4 COLOR	STANDARD COLOR	MATCHED COLOR	CLASSIFIEDS (BACK-OF-BOOK): COLOR
$ 2,525	$ 880	$ 1,080	$ 690

Confidential Email Inbox

Cost: $40.

Agency Discount

For information about our Agency discount (including those for in-house agencies), please contact your Sales Representative.

Cancellations:

Must be received in writing on or before the announced closing date.

Run of Book Print Ads

Sizing

Trim: 8-1/4" x 11"

Keep live matter 1/4" from all trim edges.

Binding: perfect; Jogs to head

Printing Process: Litho Web

Halftone Screen: Cover: 150 line screen **Text:** 150 line screen

AD SIZE	NON-BLEED	BLEED
Trim	8-1/4" x 11"	
Full Page	7-3/4" x 10-1/2"	8-1/2" x 11-1/4"
Spread	15" x 10"	16-3/4" x 11-1/4"
1/2 Horizontal	7" x 5"	8-1/2" x 5-3/4"
1/2 Vertical	3-1/2" X 10"	4-3/8" X 11-1/4"
1/4 Page	3-1/2" x 5"	

Specifications

File Format

PDF or PDF/X-1a compliant files, saved as PDF version 1.4.

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 5 (PDF 1.4) 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 (CC 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 OpenType and/or 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-stylized 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 201CV 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 https://idealliance.org/systems-certification/certified-hard-copy-proofing-systems/. 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

Conformance to Specs

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

Supplied Print Ad Pieces

- All pieces must be submitted to Publisher for approval of stock, design and other mechanical specifications
- All pieces subject to editorial approval
- Copy of piece must accompany insertion order
- Failure to meet specifications & packaging guidelines may result in additional charges and/or delays with insertion.

Deadlines

Close Date for Booking: See space closing dates

Delivery Date: See preprinted supplied pieces dates

Specifications

Inserts

- **Size - 2 page:** 8-1/2" x 11-1/4"
- **Size - 4 page:** 17" x 11-1/4", furnish folded to 8-1/2" x 11-1/4"
- **Trimming:** 1/8" trimmed off top, bottom, gutter and face. Keep all live matter 1/4" from all trim edges. Note that a 1/2" 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.

Quantity

Contact Ad Sales Services.
For conference copy distribution, contact Ad Sales Services

Packing

- Packed in cartons one up, folded if four pages, flat if two pages.
- If sending for more than one issue, pack separately for each issue and clearly indicate journal title, issue date (month/year), product and quantity.
- Pieces should NOT be delivered shrink-wrapped.
- For conference copy distribution, contact Ad Sales Services

Shipping

- All shipments must be clearly marked with journal title, issue date (month/year), product & quantity.
- If shipping pieces for more than one issue date, pack pieces for each issue separately and clearly delineate quantity for each.

SHIPPING ADDRESS

The American Journal of Surgery
Sheridan Press
450 Fame Avenue
Hanover, PA 17331-1585
United States
Attn: Elsevier Team

Disposition of Reproduction Material

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

Send new print ad files and submit pickup ads to www.ads4els.com.

Digital Specs

Website

POSITIONS	AD	SIZE (PIXELS)	EXPANDABLE (PIXELS)	EXPANDABLE DIRECTION
Top	Leaderboard	728 x 90	728 x 315	Down
Top	Mobile Leaderboard	300 x 50 or 320 x 50	NA	NA
Side	MPU	300 x 250	600 x 250	Left
Side	Skyscraper	160 x 600 or 300 x 600	320 x 600	Left
On page load	Prestitial*	300 x 250 or 480 x 640	NA	NA

FORMATS	jpeg, png, gif, HTML5†, 3rd party tags
TRACKING PIXELS	Yes
MAX FILE SIZE	200 KB
MAX ANIMATION (TIME/LOOPS)	15 seconds/ 3 loops
PRESTITIAL FREQUENCY	1 impression/6hrs/user

*Supply iFRAME tags for scrolling elements in ad; HTML5 must be provided as a 3rd party tag for prestitial banners.

†Excluding personally identifiable information (PII).

eTOC Email

POSITION	AD	SIZE (PIXELS)
Top	Leaderboard	728 x 90
Middle	MPU	300 x 250

FORMATS	jpeg, png, gif, (static image only)
TRACKING PIXELS	No
MAX FILE SIZE	200 KB

MPU banners, positions 1, 2, 3, are stacked vertically
Animation and expandable banners unavailable

AIP Email

POSITION	AD	SIZE (PIXELS)
Top	Leaderboard	728 x 90
Side	Skyscraper	160 x 600
Middle	MPU	300 x 250

FORMATS	jpeg, png, gif, (static image only)
TRACKING PIXELS	No
MAX FILE SIZE	200 KB

Animation and expandable banners unavailable

Contact your sales representative for all digital advertising rates and opportunities.

Rates

PLACEMENT	RATE	COMMENTS
Banner (CPM)	Available upon request	
eTOC Leaderboard	Available upon request	
eTOC Large Rectangle	Available upon request	
eTOC AIP	Available upon request	
Prestitial	Available upon request	

Digital rates vary by country, please contact the relevant contact person for rates outside of the US.

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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 relevant Elsevier order acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC 'Elsevier' shall mean the company within the Elsevier group that is providing the Products or Services as set out on the Elsevier order acknowledgement or invoice. Where general terms and conditions of business are proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for fraudulent misrepresentation. Where Products are sold to the Client that contain third party product or software such a sale may be subject to additional license terms.

2. Offer and acceptance/ Description Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Elsevier or (if earlier) Elsevier delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to availability of the ordered Products. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing Products o Services from Elsevier for its own account and use and not on behalf of any other person or entity. If Client is an agent, it represents and warrants that it is purchasing the Products and Services from Elsevier for the account and use of no more than one identified institutional subscriber as principal or, if the agent is permitted to order personal subscriptions in a representative capacity, for the account and use of no more than one identified eligible individual subscriber for valid personal use. Client acknowledges that violation of this representation and warranty will cause irreparable harm to Elsevier. Upon any violation of this representation and warranty, Elsevier shall be entitled to immediate injunctive relief requiring Client to disclose all recipients of Elsevier Products and Services from Client, including all actual recipients that have not been previously properly identified by Client. Elsevier shall use commercially reasonable efforts to comply with descriptions of the Products and Services agreed by both parties in the relevant order, including such things as format, printing processes, technical design, size and kind of address file, weights and the like. All drawings, descriptive matter, specifications and advertising issued by Elsevier and any descriptions or illustrations contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products and Services described in them. They will not form part of the TC. Publishing errors, including, but not limited to, typographical errors, having no significant effect on the editorial content or design characteristics of the Products and Services, cannot be considered a reason for rejecting delivery or, as the case may be, modifying the agreed price.

3. Execution and modification of the order Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion. If, at the request of the Client, Elsevier renders additional Services in connection with the performance of the TC, Elsevier shall act in the name of, to the account of, and at the risk of the Client. Any dates specified by Elsevier for delivery/performance of the Products and Services are intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.

4. Prices, taxes and currencies Unless otherwise agreed by Elsevier in writing the price/rates for the Products and Services shall be those set out in Elsevier's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Client shall provide to Elsevier Client's VAT registration number or other evidence of tax exemption to Elsevier at the time of placing its order. If, under the laws of the territory in which Client is selling the Products, the Client is required to withhold any tax on the amounts payable to Elsevier under the TC, then the amount of the payment will be automatically increased to fully offset such tax, so that the amount actually remitted to Elsevier, net of all taxes, equals the amount invoiced or otherwise due. The Client will promptly furnish Elsevier with the official receipt of payment of those taxes to the appropriate taxing authority. All financial transactions must be settled in the currency of the applicable Elsevier invoice. The Clien will be solely responsible at its own cost for completing any foreign exchange-related procedures in the said territory that are necessary to make payments to Elsevier under the TC, including without limitation all bank charges and foreign exchange charges.

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 and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credi limit. Legal and beneficial title in any tangible Products supplied by Elsevier to the Client shall remain with Elsevier until Elsevier has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Elsevier from the Client on any account. The Client may resell the Products before ownership has passed to it provided that any sale shall be effected in the ordinary course of the Client's business at full market value and any such sale shall be a sale of Elsevier's property on the Client's own behalf and the shall deal as principal when making such a sale. Elsevier shall be entitled to recover payment for the copies of the Product notwithstanding that ownership of any of the copies of the Product has not passed from Elsevier. For the avoidance of doubt no intellectual property rights in any Elsevier Products shall transfer to the Client. Products shall be at the Client's risk as from delivery. The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Elsevier to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 1% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Elsevier. If the Client wishes to dispute any invoice (or part), the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Elsevier in writing. The Client shall remain liable for any undisputed part of such invoice. Elsevier shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Elsevier for any other Product or Service under any other order, Elsevier reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Elsevier.

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8. Liability and claims TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS (i) Elsevier shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kind imposed on Elsevier by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by the Client and Elsevier at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Elsevier; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR death OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE. ELSEVIER'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge that the liability of Elsevier is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

9. Force majeure If by reason of labor dispute, strikes, inability to obtain labor or 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 a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

10. Advertising & Reprints Client is solely responsible for ensuring proposed advertising copy is received at Elsevier in 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, although Elsevier will endeavour to do so Elsevier may not be able to arrange for such copy to be published on the agreed date or for the agreed period. Payment for the campaign will however be required in full. When change of copy is not received before the Closing Date, copy run in previous issue may be inserted. Client shall retain a complete copy of all materials delivered to Elsevier. Elsevier shall take reasonable care but shall not be liable for accidental loss or damage thereto. Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other content (the "Advertising Content"). Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content will not violate any civil or criminal laws, rules or regulations or industry codes or any rights of any third parties including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (iii) Advertising Content complies with any applicable laws, rules, industry codes, regulations and generally prevailing custom and practice. Client agrees to indemnify Elsevier and to hold Elsevier harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Elsevier, arising out of or related to the Advertising Content or Client's breach or alleged breach of any of the foregoing representations and warranties. Elsevier reserves the right to reject any advertising and/or promotions that are not consistent with Elsevier's standards. In addition, Elsevier shall have the right, at any time, to remove any of Client's advertising and/or terminate this TC if Elsevier determines, in its sole discretion, that the Advertising Content or any portion or publishing thereof (1) violate Elsevier's then applicable advertising policy; (2) violate any law, rule or regulation or industry code or if Elsevier is directed to do so by any law enforcement agency, court or government agency; (3) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights or (4) are otherwise objectionable to Elsevier. In such event, Elsevier may either (i) publish alternative Advertising Content in consultation with the Client or (ii) refund to Client a pro rata portion of the fee which Client has paid to Elsevier for display of the Advertising Content (if Client has paid Elsevier a flat fee). Elsevier will not be liable for the timely appearance or accuracy of any advertisement supplied by the Client. Elsevier may terminate this TC at any time in the event of a breach of this TC by Client. Orders must specify a definite schedule of insertions, issues and sizes of space for a specific advertiser. Two or more advertisers are not permitted to use space under the same order. No advertising orders will be accepted for periods longer than one year. Where an order for a series of advertisements has been given a discounted rate for volume by Elsevier, and the Client does not order the quoted volume, Elsevier shall be entitled to re-calculate the price for the actual volume at the end of the applicable year at a reduced discount and the Client shall pay any additional amount found owing. If the Client orders in excess of the quoted volume, Elsevier shall return to the Client any amount overpaid by the Client. Orders specifying positions are accepted subject to the right of Elsevier to determine actual positions. If Elsevier considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client will have the right to cancel the order for that advertisement, if the alterations requested are unacceptable, unless such changes are due to an event of force majeure. Elsevier can only supply reprints of published material and shall be entitled to reject any order for reprints of material that has not been published.

11. Audit Client shall allow Publisher's authorized representative at any reasonable time to have access to Client's premises (or to arrange for Publisher's authorized representatives to have access to other relevant premises) for the purpose of inspecting Client's facilities, books and records to verify Client's compliance with the TC.

12. Compliance with laws Client shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under this Agreement, including, without limitation, the RELX Suppliers Code of Conduct at Suppliers Code of Conduct and Applicable Laws related to bribery, including, without limitation any such Laws that are enforced internationally (such as the United States Foreign Corrupt Practice Act and the UK Bribery Act) and those enforced in the country where business is being conducted and/or the Client's place of business or residency. Client and its officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither the Client nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the Client, Elsevier, and/or any affiliate of Elsevier for personal gain or for that of Elsevier or Elsevier's affiliates (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of Products or Services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws. The Client further agrees that he/she will not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of Elsevier.

13. Cancellations & Returns If the Client cancels an order either fully 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. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Elsevier. Orders for advertisements must be cancelled in writing prior to the relevant ad space closing date, but in the event that any cancellations are made after such date, Elsevier shall be entitled to charge the full cost of the advertisement. Any returns of the products shall be subject to the relevant Elsevier company's return policy applicable to the product at the time of the return. Details of such policies will be provided to the Client upon request. Reprints cannot be returned once these have been printed.

14. General The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the corporate domicile of the Elsevier company which is providing the Products or Services. The parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile. The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.

Circulation updated on August 18th, 2022, based on 12-month monthly average July 2021-June 2022.

eTOC Metrics: 6 Month Average of eTOC sends - Nov 2022 to April 2023