

Advertising Policies



Publisher's Liability

The publisher has taken all reasonable precautions to avoid errors in assembly and production. Should an error occur, the customer's right to recovery shall be limited to a reduction in the charges billed by the publisher to the extent that the error reduces the value of the billed item. In no event shall the customer's recovery exceed the total amount due as shown on the customer's invoice. The publisher will not be liable for any costs or damages if for any reason it fails to publish an advertisement.

The publisher reserves the right to reject or cancel any advertising that is not in keeping with the publication's standards. Advertisers and advertising agencies assume all liability for all content of advertisements and also assume total responsibility for any claims arising from the advertisement against the publisher.

No conditions other than those set forth in this rate card shall be binding on the publisher unless specifically agreed to, in writing, by the publisher. The publisher will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of this rate card.

Positioning of advertisements is at the discretion of the publisher except where specific positions are contracted for or agreed to, in writing, by the publisher.

These rates apply through December 2008. The publisher reserves the right to change rates with 30 days written notice to advertisers.

The publisher shall have no liability for errors in Web site links.

Frequency Discount

Contracts must be run in their entirety within a 12-month period from the date of signing. Any items unpublished or unfulfilled due to the advertiser not supplying advertising materials or requesting the insertion to be rescheduled will be billed at the end of the contract period. The advertiser will be charged in full for these items except for those items documented in accordance with the cancellation clause.

Discounts and Payments

The publisher reserves the right to require payment with order. Outstanding invoices are in arrears after 30 days, and late charges are 1.5 percent of the outstanding balance per month. Advertiser or agency assumes all legal and related fees if an overdue account is turned over for collections. The publisher shall have the right to hold the advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the publisher for advertising that the advertiser or its agent ordered and that was published.

Commissions and Cash Discounts

Agency commission is 15 percent to recognized agencies. Commission is disallowed on all insertions that are in arrears 30 days or more after invoice date. All rates are quoted net.

Advertisement Cancellations

The publisher must receive written notification of space cancellations 10 business days before the ad materials deadline. No cancellations will be accepted after that date. If the cancellation affects the frequency rate earned by the advertiser, the publisher will rebill previous ads at the correct frequency rate.

Webinar Cancellations

Once contracted, any Webinar cancellation will be billed at 25 percent of the contracted rate up to 30 days prior to the event and 50 percent thereafter.

Rescheduling

Reschedule items will be billed on their release date and must be rescheduled within 30 days.

Production Charges

Production charges incurred by the publisher will be charged to the advertiser and are billed at \$100 per hour or part thereof. This includes, but is not limited to, resizing inserts that do not meet the size requirements, correcting incorrect materials submitted for publication, and making any changes requested by the advertiser. The publisher will not be held responsible for errors in any changes requested by the advertiser. Only broadcast email proofs will be supplied.

Late Charges

Unless MC Press is notified otherwise by the advertiser, the advertiser's most recent advertisement will be rerun. Any new ads received after the material deadline are subject to a charge of no less than \$100 per ad. If no materials are available by the material deadline, the advertiser will be charged for the insertion.

Disposition of Materials

Materials are retained for one year and then destroyed, unless otherwise instructed.

List Usage

All list rentals or exchanges must have prior approval from MC Press administration. The approval includes both list selection criteria and the piece to be distributed. The email database is not available for purchase.