GEN Advertising Terms and Conditions

Print Advertisement Policy

1. All rates are subject to change upon notice from GEN Publishing, Inc. GEN Publishing, Inc. reserves the right to hold advertisers and/or their advertising agency jointly and severally liable for such monies that are due and payable to GEN. The advertiser and agency assume all liability for all content (including text, representations, illustrations, graphics, charts, trademarks, or other copyrighted matter) of all material.

2. The Publisher reserves the right to reject advertising that it feels is not in keeping with the publication’s standards. All ads submitted for printing must comply with applicable U.S. and International laws, and may not be indecent, obscene, or defamatory.

3. The Publisher shall not be responsible or liable for loss of profit, loss of business, or any other consequential damages as a result of any error or omission in or of an advertisement.

4. GEN Publishing, Inc. makes no representations as to the accuracy of the content of advertisers’ material.

5. Intellectual Property Rights
You retain copyright in your advertisements. By submitting advertisements, however, you hereby grant GEN Publishing, Inc. a worldwide, irrevocable, nonexclusive, and transferable license to reproduce the advertisement, including any trademarks therein, and include without limitation in any future archive or database in any medium, now known or later invented. GEN reserves the right to destroy all materials that have been in its custody for at least three months unless the advertiser or agents have given written instructions against it.

6. Deadlines
Please refer to the 2013 Planning Calendar for ad insertion order and ad material due dates. If ad materials are not received by the ad material due date, a previously run advertisement will be repeated. If no prior advertisement is available, GEN will run a house advertisement and the advertiser will be responsible for the cost of the original insertion order.

7. Cancellation
No cancellation, including those sent via fax, will be accepted without written acknowledgement from GEN Publishing, Inc. confirming receipt. Any order canceled after the insertion order deadline stated in the 2013 Planning Calendar will incur the full insertion cost. Late delivery of materials may incur forfeiture of space at full cost.

Online Advertisement Policy
GEN Third-Party Email Blast Cancellation Policy
Cancellations between 10 and 30 days from the campaign start date are subject to a cancellation fee equal to 50% of the total fee. Cancellations within 10 days of the campaign start date are subject to a 100% cancellation fee. Changing email deployment dates within 30 days of originally scheduled date is subject to a 15% change fee.
**genengnews.com Banner Ads**

1. All banner and keyword positions are sold on a first come/first served basis. A signed insertion order is required before an ad can be posted on any GEN Publishing, Inc. site.

2. ROS banner ads may be changed once per month at no charge. Additional changes will incur a 15% change fee.

3. The Publisher reserves the right to reject advertising that it feels is not in keeping with the website's standards. All ads submitted for posting must comply with applicable U.S. and International laws, and may not be indecent, obscene, or defamatory.

4. The Publisher shall not be responsible or liable for loss of profit, loss of business, or any other consequential damages as a result of any error or omission in or of an advertisement. The Publisher is not liable for any failure or technical issues that limit access to the website.

5. GEN Publishing, Inc. makes no representations as to the accuracy of the content of advertisers’ material.

6. Advertiser will be invoiced in full upon the commencement of the contract period. Terms net 30 days.

7. Material Deadline: Banner materials are due five days prior to campaign start date. If banner material is received after scheduled campaign start date, every attempt will be made to achieve impression levels booked, but advertiser is still responsible for payment of full amount of impressions booked for that time frame.

8. If there is a discrepancy between the third party and GEN of 10% or less of the total amount of impressions at the end of the campaign, then GEN would still bill in full. Example: If a campaign delivered 100,000 impressions, but the third party only saw 90,000 impressions, GEN would still be paid the amount agreed upon. If the rate of discrepancy is above 10%, GEN will bill based on the original contracted amount.

9. Cancellation Policy: Cancellations between 10 and 30 days from the campaign start date are subject to a cancellation fee equal to 50% of the total fee. Cancellations within 10 days of the campaign start date are subject to a 100% cancellation fee.

**GEN TOC Alert, News Highlights, Biotech Events, Tech Focus Advertising Policy**

**Deadlines**

Ad material is due five days prior to the email broadcast date. If usable material is not received by the deadline, GEN Publishing, Inc. reserves the right to bill the advertiser for the e-Newsletter sponsorships ordered.

**Cancellation**

Cancellations between 10 and 30 days from the email deployment date are subject to a cancellation fee equal to 50% of the total fee. Cancellations within 10 days of email deployment date are subject to a 100% cancellation fee.

**Change Policy**

Changing email sponsorship dates within 30 days of email deployment is subject to a 15% change fee.

**Keyword Sponsorship**

Banner materials are due five days prior to sponsorship start date. If banner material is received after the contracted, scheduled start date, the original scheduled sponsorship end date will not change. Cancellations between 10 and 30 days from the sponsorship start date are subject to a cancellation fee equal to 50% of the total fee. Cancellations within 10 days of sponsorship start date are subject to a 100% cancellation fee. Keyword banners can be changed once per quarter at no fee. Additional changes will incur a 15% change fee.

If a customer has a dispute under or related to this agreement and the placement of an advertisement, the situation shall be settled in White Plains, New York, USA, in accordance with the rules of the American Arbitration Association. Judgments on the award of the arbitrators may be rendered by any court of competent jurisdiction.