Additional Terms and Conditions

1. Positioning of advertisements is at the sole discretion of MultiMedia Healthcare (“MMHC”), except where a specific position has been agreed to by MMHC in writing.

2. MMHC assumes no liability for any errors or omissions in key numbers or facts appearing in advertisements. The advertiser is responsible for the content of the advertisement.

3. MMHC makes no warranty of any kind with respect to its services to be delivered hereunder and hereby disclaims any and all warranties, express or implied, including without limitation, all warranties of merchantability, fitness for a particular purpose, and non-infringement. All services are provided on an as is basis without guarantee.

4. MMHC is not liable for any delays in the production or delivery of the publication or product due to any conditions beyond MMHC’s control.

5. The advertiser hereby represents and warrants to MMHC that the advertiser has the right to publish the advertising materials or other information provided hereunder (“Ad Materials”) in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. The advertiser agrees, at its own expense, to indemnify, defend and hold harmless MMHC, its employees, officers, directors, representatives, agents and affiliates, against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs, expenses and losses of any kind (including attorneys’ fees and costs) arising out of or related to (a) the printing, publication or distribution of any Ad Materials hereunder, (b) the Ad Materials or any matter or thing contained in any Ad Materials and/or (c) third parties’ access to advertiser’s website and/or use of advertiser’s products and services (including but not limited to, claims of trademark or copyright infringement, libel, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices).

6. MMHC shall not be liable to advertiser, its agency or any third party under or in relation to these terms or any insertion order for any consequential, incidental, special or indirect damages of any kind or nature, under any theory of law or equity, and whether or not MMHC has been advised of the possibility of such damages. In no event will MMHC’s liability under or in relation to these terms or any insertion order exceed the fees actually paid to MMHC for the ad materials giving rise to such liability.

7. MMHC reserves the right to hold the advertiser and its agency jointly and severally liable for all monies that are due and payable to MMHC.

8. Advertising in MMHC’s online products and services is subject to the terms of the applicable online insertion order.

9. All payments are due within thirty (30) days of the invoice date. Advertiser shall pay a late charge of 1% per month (12% per year) on all invoices not paid within thirty (30) days of the date of such invoices. In case advertiser is in default with payment of one or more invoices, MMHC is entitled to hold back the publication of further orders until all amounts due are paid. If Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including attorneys’ fees) incurred by MMHC in collecting such amounts. MMHC reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment. Fees are exclusive of all. Advertiser shall be responsible for payment of all taxes, duties and similar charges assessed in connection with the Services or on any payments made by Advertiser hereunder, excluding taxes on MMHC’s net income.