

1. All contracts and copy are subject to approval by MEDQOR, LLC. MEDQOR reserves the right to refuse or cancel, for any reason and without notice, any advertisement or series of advertisements. Advertising that resembles editorials may be marked "advertisement" by MEDQOR.
2. MEDQOR shall not be liable for any consequential loss or damage occasioned by error, late publication or failure of an advertisement to appear for any cause whatsoever. Advertiser's maximum damages in such event shall be limited to the return of sums paid to MEDQOR for such advertising.
3. The Advertiser will indemnify MEDQOR against any damage and/or expense, including attorney's fees and costs, which MEDQOR may incur as a direct or indirect consequence of the Advertiser's advertisement, including but not limited to claims arising out of any illegal or any libelous matter printed for the Advertiser or any infringement of copyright, patents or designs.
4. The Advertiser warrants that the information provided by it to MEDQOR for the purpose of preparing or publishing any advertisement of, or relating to, the Advertiser's trade or business is true and accurate.
5. Every effort will be made to carry out the contract, but its due performance is subject to cancellation by MEDQOR to such variations as MEDQOR may find necessary as a result of the inability to publish arising from any act of God, war, strike, lockout or other labor dispute, fire, flood, legislation or other cause (whether of the foregoing class or not) beyond MEDQOR's control.
6. Copy and other materials necessary to produce the advertisement must be supplied by the Advertiser without any further request or notice from MEDQOR. In the event that copy instructions are not received by the material due date, MEDQOR reserves the right to obtain the necessary materials at the Advertiser's expense and to produce an advertisement that will not be subject to the Advertiser's prior approval. MEDQOR will not accept, and has no obligation to incorporate, changes to copy or other materials unless they are received by MEDQOR prior to the material due date. Advertiser's property, copy, artwork etc., are held at owner's risk and should be insured by Advertiser against fire or other damage and while in transit.
7. All advertising materials are due by the material due date. MEDQOR will make all reasonable attempts to collect or verify the correct placement of ad materials into contracted issue by the posted due date. MEDQOR reserves the right to pick up and/or place prior ad material into current issue if ad materials are not submitted to production department by due date.
8. MEDQOR will return Advertiser-furnished copy and artwork upon request, at the advertiser's expense, providing full payment has been received for the advertisement, but MEDQOR reserves the right to dispose of any advertising material six months after publication, providing the Advertiser or his Agent has not given instructions to the contrary in writing to the Kansas office of MEDQOR. MEDQOR shall retain ownership of all electronic files generated by MEDQOR relating to the source product that the advertising material appears.
9. Advertiser's obligations hereunder, including the obligations to place and pay for advertising in accordance with the master terms of this service, are in no way relieved or diminished by any change in Advertiser's ownership, form, business activity or name.
10. If for any reason distribution of the magazine shall start later than stipulated on the contract, MEDQOR reserves the right to extend distribution of the magazine beyond the end of the contract term. In such event, Advertiser will not be entitled to any refund as a result of such delay and will not be charged a premium for such extension.
11. Position requests will be granted wherever possible at the discretion of MEDQOR. No warranty is made by MEDQOR that the request for a particular position will be honored. However, in the event that an Advertiser pays the position premium for a particular position and that position cannot be honored by MEDQOR, the position premium will be credited against Advertiser's account and the advertisement will be run in the closest available position at no premium to the Advertiser.
12. Advertiser's obligations under this contract, including the obligations to place and pay for advertising in accordance with the terms of this contract, are not conditioned upon:
 - a. The placing of advertising-related editorial copy ("advertorial") or the positioning of, or proper identification of Advertiser's location in maps or other publications, even if such advertorial or map placements are undertaken by Publisher hereunder; or
 - b. terms of, or performance by MEDQOR, or their affiliates under, any other contract or agreement with Advertiser.

Notification of a discrepancy in the advertisement must be sent by certified mail to MEDQOR within thirty (30) days after the advertisement is first published or Advertiser will be deemed to have accepted the advertisement as run, and to have waived any rights it may have had to a complete or partial return of amounts paid for such advertisement.