

ADVERTISING & REPRINT PRODUCTION

TERMS AND CONDITIONS

DEFINITIONS

定义

1. In these terms and conditions:

本条款和条件中：

- (a) **“Wiley”** means Wiley Information and Technology (Shanghai) Co., Ltd (威利信息科技(上海)有限公司) of Unit A, 15th Floor, Shinmay Union Square Office Building, Phase II., 506 Shang Cheng Road, Shanghai.
“Wiley”指威利信息科技（上海）有限公司，其地址位于上海市商城路 506 号新梅联合广场写字楼二期 15 层 A 单元。
- (b) **“Agreement”** means these terms and conditions, together with the Term Sheet.
“协议”指本条款和条件及条款清单。
- (c) **“Advertising”** means any advertisements requested by the Customer to be displayed in products owned or controlled by Wiley or any third party partner of Wiley and includes both advertising that appears in Wiley’s or its third party partners’ print publications (**“Print Advertising”**) and advertising that appears electronically on any of Wiley’s websites, or any application or other digital format owned or controlled by Wiley or any third-party partner of Wiley (**“Online Advertising”**).
“广告”指客户要求在本 Wiley 或 Wiley 的第三方合作伙伴拥有或控制的产品中展示的任何广告，并且包括出现在 Wiley 或其第三方合作伙伴的纸质出版物中的广告（**“平面广告”**）以及以电子方式展示在威利任何网站，或由 Wiley 或 Wiley 的任何第三方合作伙伴拥有或控制的任何应用程序或其他数字渠道上的广告（**“线上广告”**）。
- (d) **“Customer”** means a person or entity who is placing an order for advertising or reprint production with Wiley and includes an advertiser on whose behalf advertising is placed, and any media agency or company that may arrange advertising or reprints for its clients.
“客户”指向 Wiley 下达广告或重印本印刷订单的个人或实体，并且包括代为刊登广告的广告主，以及可能为自己的客户安排广告或重印的任何媒体代理商或公司。
- (e) **“Reprint”** means print or physical goods, being a specified number of reprints of articles or other material (for example, pre-loaded USBs), as requested by the Customer and/or ePrints which are digital versions of articles or other materials hosted by Wiley or its licensees and linked from a Wiley website, an email or a Customer website (**“ePrints”**).
“重印本”指根据客户要求重印的指定数量的文章或其他材料（例如，预装的 USB）的印刷或实体产品，和/或由 Wiley 或其被许可人托管并通过 Wiley 网站、电子邮件或客户网站链接的数字版本的电子印本（**“电子印本”**）。
- (f) **“Reprint Quotation”** means a document supplied to the Customer by Wiley which sets out the details of the quotation for Reprints.
“重印报价单”指 Wiley 向客户提供的、列明重印本详细报价的文件。
- (g) **“Terms”** means these terms and conditions.
“条款”指本条款与条件。

ADVERTISING TERMS

广告条款

2. In submitting Advertising to Wiley, the Customer grants Wiley a worldwide, royalty-free, irrevocable licence to publish and print the Advertising as set out in the Term Sheet as well as the right to sub-license all such rights to any third-party provider. 在向 Wiley 提交广告时，客户授予 Wiley 全球性的、免费的、且不可撤销的发布和印刷条款清单中所列广告的许可，及将该等权利分许可予任何第三方供应商的权利。
3. Wiley will instruct its affiliates to, use commercially reasonable efforts to publish the Advertising in the format and in the position as set out in the Term Sheet, however all Advertising is subject to editorial approval and Wiley reserves the right to vary the placement of Advertising within a print product or online site or digital product when necessary. Wiley 将指示其关联方尽商业上的合理努力以按照条款清单中列明的格式和位置发布广告，但所有广告均受限于编辑的批准，且 Wiley 保留在必要时更改广告在印刷产品、线上网站或数字产品中的发布位置的权利。

Wiley Terms and Conditions of Advertising & Reprint Production

4. Wiley reserves the right at any time to refuse or withdraw from publication Advertising which is not in accordance with the specifications provided in the Term Sheet, these Terms or is otherwise inappropriate in Wiley's sole and reasonable discretion. Notwithstanding the foregoing, Wiley has no obligation to review or approve Advertising copy (for compliance, appropriateness, or otherwise). Wiley may publish the Advertising with a heading 'Advertising' or in some other manner to distinguish the advertising material from editorial material. If and to the extent that the Advertising does not conform to Wiley's then-effective production specifications, Wiley reserves the right to make technical modifications as necessary to conform to such specifications. 如果广告与条款清单列明的规格或本条款不符，或 Wiley 自行合理认为存在其他不当之处，Wiley 保留随时拒绝或撤回广告发布权利。尽管有上述规定，Wiley 无义务审查或批准广告的合规性、适当性或其他方面。Wiley 可在发布广告时在标题中标明“广告”，或以其他方式将广告材料与其编辑的材料相区分。如广告在一定程度上不符合 Wiley 后续生效的发布规格，Wiley 保留对广告进行必要的技术性修改以使其符合该等规格的权利。
5. If Wiley is creating advertising copy on behalf of the Customer, Wiley will provide final copy for the Customer's approval by email. 如果 Wiley 代表客户制作广告副本，Wiley 将通过电子邮件提供最终版副本以供客户批准。
6. Customer is solely responsible for compliance with all laws, standards, industry codes and other binding guidelines as to the content of the Advertising, whether created by Wiley on its behalf or provided to Wiley, including but not limited to all applicable medical advertising regulations. 无论广告由 Wiley 代表客户制作还是由客户提供予 Wiley，客户应自行对广告内容符合所有法律、标准、行业规范和其他具有约束力的准则（包括但不限于所有适用的医疗广告法规）承担责任。
7. The Customer will supply an authorised Term Sheet to Wiley for Print Advertising and Online Advertising. Advertising bookings cannot be reserved without receipt of the aforementioned documents. Orders for booking of Online Advertising must be received at least 7 business days in advance of the proposed first run date. Wiley cannot guarantee that orders received after this time will be fulfilled. Customer shall book Online Advertising on a monthly basis unless otherwise expressly set out in the Term Sheet. Publication dates specified in the rate cards may be subject to changes at the discretion of Wiley; new publication dates will be communicated to the Customer prior to publication, at point of order confirmation where possible. 客户将向 Wiley 提供平面广告和线上广告的授权条款清单。如 Wiley 未收到上述文件，其不会保留广告预订。Wiley 必须在计划的首次投放日期前至少 7 个工作日收到线上广告的预订订单。Wiley 无法保证在此期间之后收到的订单能够得到满足。除非条款清单中另有明确约定，否则客户应按月预订线上广告。价目表中列明的发布日期可能受限于 Wiley 经自行决定后作出的变更；新的发布日期将在广告发布之前、订单确认时（如有可能）通知客户。
8. The Customer must submit the required copy for Print Advertising on the material submission date as set out in the Term Sheet ("**Materials Due Date**"). If a Customer fails to provide the Print Advertising copy for a confirmed booking by the Materials Due Date, the Customer may be charged for Print Advertising unless a cancellation has been approved by Wiley in writing. If Wiley accepts copy for the Print Advertising after the Materials Due Date, Wiley makes no representations that Print Advertising will be published and the Customer will have no claim against Wiley for credit or republication in the event of non-publication, or if the Print Advertising is published in another manner or format than as set out in the Term Sheet. 客户必须在条款清单中列明的材料提交日期（“**材料截止日期**”）提交平面广告所需的副本。如客户未能在材料截止日期之前就确认的广告预定提供平面广告副本，除非经 Wiley 书面批准取消订单，客户可能被收取平面广告费用。如果在材料截止日期之后 Wiley 接受了平面广告副本，Wiley 对平面广告的发布不作任何保证；如广告未发布或广告以不同于条款清单列明的方式或格式发布，客户无权向 Wiley 索赔或要求重新发布广告。
9. Customer must submit Print Advertising copy in compliance with the artwork and data specifications as set out in the Term Sheet, or as previously provided by Wiley in relation to the particular publication. 客户必须提交符合条款清单中列明的插图和数据规格的平面广告副本，或 Wiley 先前就特定出版物提供的平面广告副本。
10. Customer shall deliver and shall be solely responsible for providing to Wiley all of the text, pictures, graphics, sound, video, programming code and other media which comprise the graphic or html file that comprises the Online Advertising in conformance with Wiley's delivery specifications. 客户应向 Wiley 交付并应全权负责向 Wiley 提供符合 Wiley 交付规格的、构成线上广告的图形或 html 文件所包含的所有文本、图片、图形、声音、视频、编程代码和其他媒质。
11. Wiley makes no guarantees as to the number of visitors to any Wiley site or digital product or the number of impressions at any Wiley site or digital product, unless such guarantees are expressly made in writing by Wiley in the Term Sheet. Any 'impression goals' or the like provided are non-binding. Online Advertising described in the Term Sheet as '100% sponsorships' will not be subject to any impression or viewability guarantees. 除非 Wiley 在条款清单中作出明确的书面保证，Wiley 对于任何 Wiley 网站或数字产品的访问数量或广告在任何 Wiley 网站或数字产品上的曝光次数不做任何保证。任何“曝光次数目标”或类似内容均不具有约束力。条款清单中列明为“100%赞助”的线上广告将不受制于任何关于曝光次数或广告可见性的保证。
12. Wiley will provide reporting at the end of the Online Advertising campaign, or otherwise as requested within a reasonable time of request, to give details of Online Advertising performance (i.e. impressions, clicks). Wiley 将在线上广告活动结束后，或在经要求后的合理时间内提供报告，以提供关于线上广告效果的详细信息（即曝光次数、点击量）。
13. Unless specifically set out in the Term Sheet and agreed in writing by Wiley, Online Advertising will not be behind a registration barrier. The Customer acknowledges that Online Advertising placed on Wiley Online Library will be viewable by

Wiley Terms and Conditions of Advertising & Reprint Production

- both subscribers and non-subscribers to Wiley Online Library. For the avoidance of doubt, Print Advertising may be viewable by non-subscribers to journals or periodicals.
- 除非条款清单中有明确规定且经 Wiley 书面同意，线上广告并不仅在注册后可见。客户确认，Wiley 线上图书馆的订阅者和非订阅者都可以查看发布在 Wiley 线上图书馆上的线上广告。为避免疑问，报刊或专业期刊的非订阅者可查看平面广告。
14. In relation to Online Advertising to be included in email alerts to subscribers and other authorised users of Wiley's products ("**Email Alerts**"), Wiley cannot guarantee the send date of any Email Alert advertising unless otherwise expressly agreed in the Term Sheet.
- 就向 Wiley 产品的订阅者和其他授权用户发送的邮件提醒中（以下简称“**邮件提醒**”）所包含的线上广告，除非条款清单中另有明确约定，否则 Wiley 无法保证任何邮件提醒中的广告发送日期。
15. The sole remedy for any failure by Wiley to provide any Advertising, is that the Customer will be provided with a period of Online Advertising or additional Print Advertising in an equivalent placement and for a set period of time as determined by Wiley. Wiley will not be responsible for any failures that are not caused by Wiley. Wiley cannot guarantee that such 'make-up' bookings can be made in the month following the initial Advertising period.
- 如 Wiley 未能发布任何广告，客户享有的唯一救济为：Wiley 将在同等广告位上为客户发布线上广告或额外的平面广告，发布期间由 Wiley 设定。对于非由 Wiley 引起的任何问题，Wiley 不承担任何责任。Wiley 无法保证在原定广告发布期后的一个月提供上述“补偿”发布。
16. In submitting Advertising to Wiley, the Customer warrants and represents that:
- 在向 Wiley 提交广告时，客户保证并声明：
- (a) publication of any Advertising (including any Advertising copy that is created by Wiley on behalf of the Customer which has been approved by Customer) in the manner set out in the Term Sheet will not breach or infringe any copyright, patent, trademark, trade secret or obligation of confidentiality or privacy, any law of defamation or obscenity, or any relevant law or regulation concerning advertising or promotions, including any medical advertising laws, industry codes or regulations;
- 以条款清单中列明的方式发布任何广告（包括由 Wiley 代表客户制作的、并由客户批准的任何广告副本）均不会违反或侵犯任何版权、专利、商标、商业秘密或保密或隐私义务、任何有关诽谤或侮辱的法律、或与广告或促销有关的任何法律法规，包括任何医疗广告法律、行业规范或法规；
- (b) the Customer has the right to grant the licence to Wiley to use the Advertising as contemplated by these Terms;
- 客户有权授权 Wiley 按照本条款的约定使用广告；
- (c) the Advertising is accurate, truthful and non-deceptive and does not violate any laws regarding false advertising;
- 广告是准确、真实且不具有欺骗性的，并且不违反任何有关虚假广告的法律；
- (d) the Advertising does not violate any other applicable law, statute, ordinance or regulation, including without limitation any laws and regulations governing export control;
- 广告不违反任何其他适用的法律、法规、条例或规定，包括但不限于任何有关出口管制的法律法规；
- (e) the Advertising is not and does not contain content that is lewd, pornographic or obscene, excessively profane, racist, ethnically offensive, threatening, infringing, excessively violent, libellous, gambling-related, or promote any discriminatory activity, promote illegal drugs or arms trafficking, create a risk to a person's safety or health, compromise national security or interfere with an investigation by law enforcement officials or is offensive, misleading, deceptive or destructive, and does not promote, advocate or facilitate terrorism, terrorist-related activities or violence;
- 广告内容不属于且不包含下流、色情或淫秽、污秽、种族歧视、冒犯民族、恐吓、侵权、过度暴力、诽谤、与赌博有关、宣传任何歧视性活动或非法药物、武器贩运、对人身安全或健康造成威胁、危害国家安全或干扰执法人员调查、或者具有冒犯性、误导性、欺骗性、破坏性的内容，并且广告内容不会助长、鼓吹或促进恐怖主义、与恐怖主义有关的活动或暴力；
- (f) Online Advertising does not create, facilitate the creation of or exploit any security vulnerabilities in a user's computer, promote programs which compensate or provide incentives to users for clicking ads or offers, performing searches, surfing websites or reading emails or contain viruses, trojan horses, worms, time bombs, cancelbots or other harmful or deleterious programming routines whether similar or dissimilar to the foregoing; and
- 线上广告不会在用户的计算机中创建、促进创建或开发任何安全漏洞，也不会推广就用户点击广告或要约的行为进行补偿或提供激励，或运行搜索动作、浏览网站或阅读电子邮件、或包含病毒、木马、蠕虫、定时炸弹、删除蝇或其他有害的或有损害性的编程（无论与上述各项是否类似）的程序；且
- (g) Customer has obtained written consent to display the name or image of any living person in any Advertising.
- 客户已就在任何广告中显示任何自然人的姓名或形象获得书面同意。
17. The Customer acknowledges that in relation to Advertising, Wiley makes no representation or warranty (i) that any

Wiley Terms and Conditions of Advertising & Reprint Production

publication of any Advertisement will be confined to persons resident in various countries (ii) of the exact number of page impressions that will be delivered, (iii) regarding the quality of reproduction of the Advertisements; or (iv) as to the availability of any Online Advertising site or digital product.

客户确认, 就广告而言, Wiley 未就下述事项作出任何声明或保证: (i) 任何广告的任何发布将限于居住在不同国家/地区的人; (ii) 将进行递送的页面的准确曝光度; (iii) 广告重印本的质量; 或 (iv) 任何发布线上广告的网站或数字产品的可用性。

18. In addition to the Terms, the following clauses of the standard terms and conditions of the Interactive Advertising Bureau for Media Buys of Less than One Year ("**IAB Terms**") ([link](#)) will apply to all Online Advertising services, with Wiley being the 'Media Company' and Customer being the 'Agency' and 'Advertiser' (unless the Customer is a media agency booking advertising on behalf of a customer in which case it will be the Agency, with its customer being the Advertiser):

除本条款外, 以下美国互动广告局关于少于一年的媒体购买的标准条款和条件 ("**IAB 条款**") ([链接](#)) 将适用于所有线上广告服务, 其中 Wiley 为"媒体公司", 客户为"广告代理"和"广告主" (如客户为代表其客户预订广告的广告代理商, 则客户为广告代理, 客户的客户为广告主):

- (a) Section II (Ad Placement and Positioning);
第二章 (广告投放和定位)
- (b) Section IV (Reporting) (excluding clause IV(b))
第四章 (报告) (第四条第(b)款除外)
- (c) Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws')
第十二章 (不披露、数据用途和所有权、隐私和法律)
- (d) Section XIII (Third Party Ad Serving and Tracking)
第十三章 (第三方广告服务和追踪)

In the event of any inconsistencies between the IAB Terms and these Terms, these Term will prevail, to the extent of the inconsistency.

如 IAB 条款与本条款存在不一致, 则以本条款为准, 但仅限于不一致之处。

REPRINT TERMS

重印条款

19. A Reprint Quotation will be provided to the Customer by Wiley. The Customer must provide a Purchase Order or return the Reprint Quotation and provide all relevant details in order to submit an order for producing the Reprint and in doing so, the Customer agrees to be bound by these Terms. Wiley may issue a Term Sheet to confirm the Order.

Wiley 将向客户提供重印报价单。客户必须提供采购订单或反馈重印报价单并提供所有相关详细信息以提交生产重印本的订单; 通过采取上述行动, 客户同意受本条款的约束。Wiley 可发出条款清单以确认订单。

20. The Reprints are solely for the use of the Customer and may not be re-sold, posted on the internet (other than as permitted for ePrints in the format specified by Wiley) or reproduced in any other format or media without the express written permission of Wiley and payment of the appropriate licence fee. The Reprints must not be amended or modified in any way

after delivery. If the Customer wishes to append or add any material to a Reprint it shall inform Wiley at the time of making the order and pay any additional fees charged by Wiley. Wiley reserves the right to accept or decline any such request in its sole discretion.

重印本仅供客户使用, 且未经 Wiley 明确书面许可并支付适当许可费用, 不得转售、在互联网上发布 (以 Wiley 指定格式发布电子印本的情况除外) 或以任何其他格式或媒介复制重印本。重印本交付后, 不得以任何方式对重印本进行修正或修改。如果客户有意在重印本上后附或添加任何材料, 则应在下达订单时通知 Wiley, 并向 Wiley 支付其收取的任何额外费用。Wiley 保留自行决定接受或拒绝任何该等请求的权利。

21. For ePrints, the Customer will be provided with a link and is entitled to the number of downloads of ePrints, as specified in the Reprint Quotation and/or Term Sheet. The Customer may opt to pay a premium price and have a print download option on ePrints if confirmed in the Term Sheet.

对于电子印本, Wiley 将向客户提供一个链接, 客户有权下载重印报价单和/或条款清单所限定次数的电子印本。如条款清单中确认, 客户可以选择支付额外费用并在电子印本页面获得打印下载选项。

22. Wiley will use commercially reasonable efforts to deliver the Reprints by the date specified by the Customer (if any) in the accepted Reprint Quotation, however Wiley will not be liable for any non-delivery or late delivery.

Wiley 将尽商业上的合理努力在已获接受的重印报价单中指定的日期 (如有) 之前交付重印本, 但是 Wiley 对任何不能交付或逾期交付不承担责任。

23. It is the responsibility of the Customer to notify Wiley in writing of any damage or shortage within 30 days of the date of actual delivery of physical Reprints to the Customer. Wiley will take no responsibility for any damage or shortage notified after this period has expired.

客户有责任在实物重印本实际交付之日起 30 日内以书面形式将任何损坏或缺陷通知 Wiley。在此期限过后, Wiley 对客户所通知的任何损坏或缺陷不承担任何责任。

PRICING

价格

24. The price for the Advertising is set out in the Term Sheet. An invoice will be sent by Wiley to the Customer following print publication or digital campaign fulfilment.

条款清单中将列明广告价格。在印刷物出版后或数字营销活动完成后, Wiley 将会向客户发出发票。

25. The price for producing the Reprints is set out in the Reprint Quotation and is valid for 30 days from the date of issue. The price quoted includes a maximum of three (3) proofs of the Reprint. Should Customer require any additional proofs, these will be subject to an additional charge at the discretion of Wiley. If a Reprint Quotation has been provided in advance of the printing date, the details of the order may change upon printing. In this event, Wiley reserves the right to amend the Reprint Quotation to reflect any changes including, without limitation, page length. If a Customer requires a pro forma invoice, Wiley can issue an invoice after the order is confirmed. 重印报价单中将列明制作重印本的价格, 该等价格在报价

Wiley Terms and Conditions of Advertising & Reprint Production

单发出之日起的 30 日内有效。报价最多包括三（3）个重印本样本。如客户需要任何额外的样本，则 Wiley 会酌情决定是否收取额外费用。如重印报价单在印刷日期之前提供予客户，则订单的详细信息可能会在印刷时更改。在该等情况下，Wiley 保留修改重印报价单的权利，以反映包括但不限于页面长度在内的任何更改。如果客户需要形式发票，则 Wiley 可在订单确认后开具发票。

CANCELLATION 取消

26. If the Customer wishes to cancel Advertising after the Term Sheet is signed, the Customer must immediately notify Wiley in writing. For Print Advertising, the Customer may, at Wiley's discretion, still be liable for any charges where cancellation requests are received after the Materials Due Date for that Advertising. For Online Advertising, unless the Term Sheet has specified that such Online Advertising is non-cancellable, the Customer may cancel Online Advertising on 14 days' written notice to Wiley with no penalty, provided that the Customer shall pay all fees for all Advertising within the 14-day notice period up until the effective date of termination and if there are any custom content or development for any Advertising, the Customer shall pay for the provision of all services performed up to the effective date of termination.

条款清单签署后，如客户有意取消广告，则其必须立即以书面形式通知 Wiley。对于平面广告，如 Wiley 在该广告的材料截止日期之后收到取消请求，则 Wiley 可以自行决定客户仍有义务支付任何费用。对于线上广告，除条款清单中规定该线上广告不可取消外，客户可以提前 14 日向书面通知 Wiley 后取消线上广告，而无需支付任何违约金，但前提是客户应支付在此 14 日通知期内至广告终止之日间产生的所有广告费用；且如果任何广告有任何定制内容或开发，则客户应支付截至终止生效之日提供的所有服务的费用。

27. On receipt of a cancellation request, Wiley will use reasonable commercial endeavours to ensure the Advertising is not published or for Online Advertising, that it is withdrawn, however Wiley will not be liable for any loss or damage that may be occasioned by the publication of Advertising cancelled by the Customer after the Materials Due Date, signed Term Sheet or Purchase Order is received.

收到取消请求后，Wiley 将尽商业上的合理努力，确保不出版广告或撤回线上广告；但是，如客户在材料截止日期后、经签署的条款清单或采购订单收到后取消订单的，Wiley 不会对发布该等广告可能造成的任何损失或损害承担任何责任。

28. Reprint cancellations will be subject to a cancellation fee based on the value of the total order (excluding shipping and expedited delivery charges) and the point in the production process which has been reached at the time Wiley receives the cancellation:

Wiley 将基于总订单价值（不包括运输和加急交付费用）以及其收到取消通知时已进行的生产进程就重印取消之事宜收取取消费用：

English Language/英语	
Point of Cancellation 取消时点	% OF ORDER VALUE – EXCLUDING SHIPPING & EXPEDITED DELIVERY FEES 订单价值的 %—不包括运输和加急交付费用
Purchase Order/confirmed order received 收到采购订单/确认的订单	5%
Order sent to printer / Proof compiled 已向印刷商下达订单/已编辑样品	10%
Proof approved by customer 客户已批准样本	25%
ePrint created 已创建电子印本	35%
Copies printed/ePrint supplied 稿件已印刷/电子稿件已提供	100%
Translations 翻译	
Point of Cancellation 取消时点	% OF ORDER VALUE – EXCLUDING SHIPPING & EXPEDITED DELIVERY FEES 订单价值的 %—不包括运输和加急交付费用
Purchase Order/confirmed order received 收到采购订单/确认的订单	5%
Translation work started 翻译工作已开始	50%
Proof approved by customer 客户已批准样本	75%
ePrint created 已创建电子印本	35%
Copies printed/ePrint supplied 稿件已印刷/电子稿件已提供	100%

GENERAL TERMS 一般条款

29. If a Customer breaches these terms, fails to pay for Advertising or Reprints, enters into bankruptcy or where it is a corporation or other legal entity, passes a resolution for administration, winding up or liquidation, has a receiver or manager appointed, or enters into an arrangement with its creditors other than in the ordinary course of business, or any other event occurs or proceeding is taken with respect to the Customer in any jurisdiction which has an effect equivalent or similar to any of the events mentioned, then Wiley may, in its sole discretion and without limitation:

如客户违反本条款、未能支付广告或重印费用、破产或（如为公司或其他法律实体）通过了关于资产管理、解散或清算的决议、指定了接管人或管理人，或在正常业务范围之外与其债权人达成和解、或在任何司法管辖区发生针对客户的与前述事件具有同等或类似效力的事件或程序，则 Wiley 可自行决定采取包括但不限于如下行动：

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- (a) cancel any provision of credit to Customer;
取消提供给客户的任何信贷;
- (b) require cash pre-payment for further orders until all outstanding debt is paid in full or Wiley determines that the initial insolvency event has ceased to occur;
要求以现金预付未来订单, 直至所有未偿债务全部清偿或 Wiley 确定最初的破产事件已不再发生;
- (c) cease publication of further Advertising or terminate an agreement for Advertising;
停止发布进一步的广告或终止广告协议;
- (d) withhold any discounts or rebates previously granted to the Customer; or
取消先前给予客户的任何折扣或回扣; 或
- (e) exercise any other rights at law.
按普通法行使任何其他权利。
30. Wiley will send invoices to the Customer at the address provided. Should a Purchase Order number be a prerequisite for payment of invoice, the Customer must supply this at the point of confirming the order. All delivery addresses must be accompanied by a contact name and telephone number, as well as a VAT number (relative to the country on the invoice address) or other business identifier or information as may be required by Wiley as notified by Wiley. Please note that Wiley is unable to accept any PO Box addresses.
Wiley 将按照客户提供的地址向客户发出发票。如采购订单号是支付发票的前提条件, 则客户必须在确认订单时提供该编号。所有收货地址必须随附联系人姓名和电话号码, 以及增值税号(与发票地址所在的国家/地区相关)或 Wiley 可能通知其要求的其他业务标识或信息。提请注意, Wiley 无法接受任何邮政信箱地址。
31. Prices are shown exclusive of VAT and other applicable taxes, unless otherwise expressly indicated by Wiley in writing. Prices are also exclusive of all handling, packing, freight, shipping, customs duties, levies, import duties and insurance charges unless otherwise agreed in writing. Amounts received will be free from and clear of any other taxes imposed by any tax authority, such as withholding tax, and if, for some reason, such amounts are subject to any withholding tax or other relevant taxes, then the Customer is liable to pay such tax and Wiley will receive the full amount set out in the Term Sheet.
除非 Wiley 另有书面明确说明, 所示价格不包括增值税和其他适用税费。除非另有书面约定, 价格亦不包括所有手续费、包装费、货运费、运输费、关税、征费、进口关税和保险费。Wiley 收到的所有款项将不附带任何税务机关征收的任何其他税款, 例如预扣税, 并且, 如由于某种原因, 该等款项需缴纳任何预扣税或其他相关税款, 则客户有义务支付此类税款, 并且 Wiley 将收到条款清单中所列明的金额的全款。
32. Customer shall pay all invoices in full will be made within 30 days of the date of an invoice, unless otherwise agreed in writing between the Parties.
除非双方另有书面约定, 客户应在开具发票之日起 30 日内全额支付所有发票。
33. If the Customer fails to make any payment due to Wiley under this Agreement by the due date, then, without limiting Wiley's remedies, the Customer shall pay interest on the overdue amount at a rate which will be the lesser of: (i) 0.5% per month, such interest to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement; or (ii) any relevant maximum statutory rate allowable in the jurisdiction where the Wiley entity is located, such interest to accrue in accordance with the relevant statutory provisions. Customer shall pay the interest together with the overdue amount.
如客户未能在到期日之前向 Wiley 支付本协议项下欠付 Wiley 的任何款项, 则在不限制 Wiley 的救济措施的情况下, 客户应按以下利率中的较低者就逾期款项支付利息: (i) 0.5%/月, 按日计算, 从到期日计算至实际支付逾期金额之日, 无论该日在判决之前或之后; (ii) Wiley 所在司法辖区所允许的任何相关最高法定利率, 该利息应根据相关法律规定产生。客户应在支付逾期款项时一并支付利息。
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41. These Terms are written in English and Chinese and if there is any inconsistency between the two language versions, the English version shall prevail to the extent of the inconsistency.

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