

ADVERTISING AND REPRINT PRODUCTION

TERMS AND CONDITIONS

DEFINITIONS

1. In these terms and conditions:
 - (a) **“Wiley”** means the company within the John Wiley & Sons group that is providing the Advertising and Reprint services as set out on the Booking Confirmation or invoice issued by the Wiley group entity or its authorised agent.
 - (b) **“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”).
 - (c) **“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.
 - (d) **“Booking Confirmation”** means the confirmation provided by Wiley which sets out the details of the Advertising. For Reprints, it consists of an email confirmation sent by Wiley to confirm the Reprint order.
 - (e) **“Insertion Order”** or **“Purchase Order”** means a document provided by the Customer for ordering Advertising or Reprints which confirms the agreed details.
 - (f) **“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”).
 - (g) **“Reprint Quotation”** means a document supplied to the Customer by Wiley which sets out the details of the quotation for Reprints.
 - (h) **“Terms”** means these terms and conditions.
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 Booking Confirmation as well as the right to sub-license all such rights to any third-party provider.
3. Wiley will, or 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 Booking Confirmation, 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.
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 Booking Confirmation, 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.
5. If Wiley is creating advertising copy on behalf of the Customer, Wiley will provide final copy for the Customer’s approval by email.
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.
7. The Customer will supply an authorised Purchase Order or Insertion Order 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 Booking Confirmation. 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.
8. The Customer must submit the required copy for Print Advertising on the material submission date as set out in the Booking Confirmation (“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

ADVERTISING TERMS

2. In submitting Advertising to Wiley, the Customer grants Wiley a worldwide, royalty-free, irrevocable licence to publish and

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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 Booking Confirmation.

9. Customer must submit Print Advertising copy in compliance with the artwork and data specifications as set out in the Booking Confirmation, or as previously provided by Wiley in relation to the particular publication.
 - (b) the Customer has the right to grant the licence to Wiley to use the Advertising as contemplated by these Terms;
 - (c) the Advertising is accurate, truthful and non-deceptive and does not violate any laws regarding false advertising;
 - (d) the Advertising does not violate any other applicable law, statute, ordinance or regulation, including without limitation any laws and regulations governing export control;
 - (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;
 - (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
 - (g) Customer has obtained written consent to display the name or image of any living person in any Advertising.
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. .
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 Booking Confirmation. Any 'impression goals' or the like provided are non-binding. Online Advertising described in the Booking Confirmation as '100% sponsorships' will not be subject to any impression or viewability guarantees.
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). Real time transparency of campaigns can be managed by the Customer by using Google Ad Manager.
13. Unless specifically set out in the Booking Confirmation 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 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.
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 Booking Confirmation.
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.
16. In submitting Advertising to Wiley, the Customer warrants and represents that:
 - (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 Booking Confirmation 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;
17. The Customer acknowledges that in relation to Advertising, Wiley makes no representation or warranty (i) that any 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.
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

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‘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):

- (a) Section II (Ad Placement and Positioning);
- (b) Section IV (Reporting) (excluding clause IV(b))
- (c) Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws’)
- (d) Section XIII (Third Party Ad Serving and Tracking)

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

REPRINT TERMS

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 Booking Confirmation to confirm the Order.
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.
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 Booking Confirmation. The Customer may opt to pay a premium price and have a print download option on ePrints if confirmed in the Booking Confirmation.
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.
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.

PRICING

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

CANCELLATION

26. If the Customer wishes to cancel Advertising after the provision of an Insertion Order or Purchase Order, 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 Booking Confirmation 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.
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 or Insertion Order is received.
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:

English Language	
Point of Cancellation	% OF ORDER VALUE – EXCLUDING SHIPPING & EXPEDITED DELIVERY FEES
Purchase Order/confirmed order received	5%
Order sent to printer / Proof compiled	10%
Proof approved by customer	25%
ePrint created	35%
Copies printed/ePrint supplied	100%
Translations	
Point of Cancellation	% OF ORDER VALUE – EXCLUDING SHIPPING & EXPEDITED DELIVERY FEES
Purchase Order/confirmed order received	5%
Translation work started	50%
Proof approved by customer	75%
ePrint created	35%
Copies printed/ePrint supplied	100%

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GENERAL TERMS

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:
- cancel any provision of credit to Customer;
 - 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;
 - cease publication of further Advertising or terminate an agreement for Advertising;
 - withhold any discounts or rebates previously granted to the Customer; or
 - exercise any other rights at law or equity.
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 (eg. GST registration, W9 form) as notified by Wiley. Please note that Wiley is unable to accept any PO Box addresses.
31. Prices are shown exclusive of GST, VAT and other sales 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 Booking Confirmation.
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.
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.
34. Wiley excludes all implied conditions and warranties from these Terms, apart from any condition or warranty which cannot be excluded by the operation of law. Wiley limits its liability for any breach of any non-excludable condition or warranty, at Wiley's option, to the resupply of the Advertising or Reprint or the payment of the cost of the resupply. Subject to the foregoing, Wiley excludes all other liability to the Customer for any costs, expenses, losses and/or damages incurred in relation to any Advertising or Reprints produced by Wiley, howsoever that liability arises. Wiley will not be liable for indirect or consequential losses, loss of profits, loss of revenue or loss of any business opportunity.
35. Customer will indemnify Wiley and its officers, employees, contractors and agents against any costs, expenses (including reasonable attorney's fees), losses, damages and liability suffered or incurred by them arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising or use of the Reprints.
36. Wiley will not be liable for any delay or failure to publish Advertising or to deliver Reprints caused by a factor outside Wiley's reasonable control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond Wiley's control whether similar or dissimilar to the foregoing).
37. Wiley will retain copyright and all other intellectual property rights and proprietary rights in Wiley's publications, proposals, and products and services. Customer acknowledges and agrees that Wiley may process Customer's personal data, including storing or transferring data outside of the country of Customer's residence, in order to process transactions related to these Terms and to communicate with Customer, and that Wiley has a legitimate interest in processing Customer's personal data. Wiley will comply with all applicable laws, statutes and regulations relating to data protection and privacy and will process such personal data in accordance with Wiley's Privacy Policy located at: <https://www.wiley.com/privacy>.
38. By submitting an order for Reprints and/or Advertising in the manner set out above, the Customer agrees to be bound by these Terms. In the event of any conflict, the order of precedence will be as follows: (i) these Terms, (ii) Booking Confirmation, (iii) Insertion Order or Purchase Order signed by both parties. Where general terms and conditions of business are proposed by the Customer, those will not have any application unless signed by Wiley.
39. All warranties and indemnities stated in these Terms will survive the termination of any arrangement or contract which is subject to these Terms.
40. The law of the corporate domicile of the Wiley entity which issues the Booking Confirmation and invoice to the Customer will govern these Terms, without regard to conflict of law rules. The parties agree to submit to the exclusive jurisdiction of the courts located in the corporate domicile of the aforesaid Wiley entity for the adjudication of all disputes arising in connection with these Terms.