

# PHYSICIANS POSTGRADUATE PRESS, INC.

## WEBSITE ADVERTISING POLICY

Effective March 11, 2008

The following website advertising policy and guidelines (the “Policy”) have been established and promulgated by Physicians Postgraduate Press, Inc. (“PPP”) effective the date set forth above for its website, www.psychiatrist.com and for any other PPP-owned website which permit advertising (collectively, the “Website”), with regard to advertising material submitted by third-party individuals or entities, including, advertising agencies, placement agencies and manufacturers (the “Advertiser”), to PPP for placement on the Website.

By submitting advertising material to PPP for placement on the Website, Advertiser acknowledges and agrees to be bound by the following terms and conditions:

1. Content of Advertisement. All advertising material and the content relating thereto submitted by Advertiser to PPP shall be the sole responsibility of the Advertiser. Advertiser acknowledges that PPP has not had any role in the development of the content of the advertising material submitted to PPP by the Advertiser and that PPP shall not have any control, authority or input with regard to the content of such advertising materials. Advertiser represents and warrants to PPP that Advertiser is authorized to make available on the Website the entire content and subject matter of such advertising material. Advertiser shall only provide content that is compatible with the general character and mission of the Website and that does not violate the copyright or intellectual property rights of any third party.
2. Advertiser Sites. Any and all policies of an Advertiser’s website shall be the sole responsibility of the Advertiser. Advertiser acknowledges that PPP has not had any control, authority or input with regard to any policy, including without limitation, privacy policies and terms of use policies, of an Advertiser’s website.
3. Compliance with Laws and Approvals. Advertiser represents and warrants to PPP that it shall comply with all laws, regulations, rules and orders applicable to any advertising material and the contents relating thereto submitted by Advertiser to PPP for placement on the Website, including, but not limited to, rules and regulations of the U.S. Food and Drug and Administration, this Policy and the applicable rules and regulations of PPP including its Privacy Policy, Terms of Use, Conditions of Use and Internet Policy. Advertiser further represents and warrants that it has obtained all necessary approvals, including, but not limited to, regulatory approvals, if required, in order to submit advertising materials to PPP for placement on the Website. Any reference to www.psychiatrist.com or any other PPP-owned website in advertising material submitted by the Advertiser is subject to prior written approval by PPP for each use.

4. Indemnification. In consideration of the placement of advertisements on the Website submitted by Advertiser and linkage to the Advertiser's website on the World Wide Web, if any, Advertiser agrees to indemnify and save PPP, its officers, directors, agents and employees and affiliates harmless from and against any and all claims, suits, losses, and/or expenses arising out of any aspect of the content and/or the appearance of such advertisement(s) on the Website and/or the Advertiser's website on the World Wide Web as linked through the Website, if any, including, without limitation, those arising from the violations of laws or regulations, from claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity, or from any and all similar claims now known or hereafter devised.

5. No endorsement. Under no circumstances shall PPP's acceptance of any advertising material be considered an endorsement of the product(s) or service(s) advertised or for the Advertiser or any company that manufactures, distributes, or promotes such product(s) or service(s).

6. Rejection of Submissions. PPP reserves the sole right to reject, cancel or remove any advertising, or amendments, changes or updates thereto and/or linkage to an Advertiser's website for any reason at any time. PPP will not accept advertising that is not factual, is in poor taste, contains fraudulent information, is illegal, or is objectionable.

7. Identification of Advertiser. To the extent that the Advertiser provides advertising material to PPP for placement on the Website with regard to products or services provided by such Advertiser, the advertising must clearly identify the Advertiser.

8. Amendment to Policy. PPP may amend this Policy at any time in its sole discretion.

9. Placement and Labeling of Advertisement. Unless otherwise agreed in writing by PPP and Advertiser, PPP shall have the right to insert the advertising in various areas of the Website in its sole discretion. PPP shall have the sole right to place the word "advertisement", the words "Information from Industry" or other words of like import in close proximity to any advertising or banner ads appearing on the Website. Any advertising that may be mistaken as editorial content will be clearly labeled as advertising by PPP in its sole discretion. Except as otherwise specifically agreed in writing by PPP and Advertiser, all advertising positioning or placement clauses or conditions will be treated as requests only and shall not be guaranteed.

10. Updates to Advertisements. Advertiser shall immediately notify PPP of any and all amendments, changes or updates to any advertisement.

11. Limitation of Liability.

**PPP SHALL NOT BE SUBJECT TO ANY LIABILITY UNDER ANY CIRCUMSTANCE THAT WOULD EXCEED THE AMOUNT RECEIVED BY PPP FROM ADVERTISER FOR THE PLACEMENT OF AN ADVERTISEMENT ON THE WEBSITE. IN ADDITION, PPP SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR**

**CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST INCOME OR PROFITS.**

PPP shall not be subject to any liability for any failure to provide reference or access to all or any part of the advertising due to systems failures or other causes. In the event (i) PPP fails to place an advertisement on the Website in accordance with any schedule provided in an advertisement insertion order ("Order"); or (ii) of any other failure, technical or otherwise, of such advertisement to appear as provided in an Order, the sole liability of PPP to Advertiser shall be limited to a prorata refund of the advertising fee received by PPP from Advertiser representing the undelivered placement of the advertisement on the Website.

12. Conflicts. No terms or conditions, printed or otherwise, appearing on contracts, including without limitation, insertion orders and website advertisement agreements, or instructions which conflict with the provisions of these terms and conditions will be binding on PPP. In the event of any conflict between the terms and conditions of this Policy, including, without limitation the provisions relating to indemnification and liability, the terms and conditions of this Policy shall govern and control.

13. Errors and Omissions. PPP shall not be responsible for errors or omissions in any advertising materials provided by Advertiser.