



## INSERTION ORDER

**Name of Advertiser:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

	<b>Size</b>	<b>30 days</b>	<b>60 days</b>	<b>90 days</b>
<b>Meeting/Course Notice (Text Only)</b>	Text only	\$25.00	\$25.00	\$25.00
<b>Meeting/Course Notice with Link</b>	Text with one link	\$125.00	\$150.00	\$175.00

**Start Date:\*** \_\_\_\_\_

**End Date:** \_\_\_\_\_

\* Content must be provided in full at least ten (10) business days prior to the start date.

**Please send completed Insertion Order,  
Standard Terms and Conditions for Advertising on the ACCWS Website, and Payment to:**

**The American College of Certified Wound Specialists**  
 1155 15<sup>th</sup> Street, NW, Suite 500  
 Washington, DC 20005  
 Phone: 202-457-8409  
 Email: dabts@theccws.org

## STANDARD TERMS AND CONDITIONS FOR ADVERTISING ON THE ACCWS WEBSITE

These terms and conditions ("Standard Terms") shall be deemed incorporated by reference into any insertion order (the "Insertion Order") submitted by the Advertiser or its agency set forth in the Insertion Order (collectively, "Advertiser") and shall govern the Insertion Order, superseding all terms therein except for those relating to advertisement scheduling and pricing. All Insertion Orders are subject to acceptance by the Association. Rates and the Standard Terms are subject to change without notice. Association reserves the right to refuse or cancel any Insertion Order, without cause, at any time. The Standard Terms and Insertion Order shall be collectively known as the "Agreement." Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

- 1. Term of Agreement.** The term of this Agreement commences on the Start Date set forth in the Insertion Order and terminates on the End Date set forth in the Insertion Order.
- 2. Terms of Payment.** The Insertion Order must be paid in advance of the advertisement Start Date set forth in the Insertion Order. Payment shall be made to The American College of Certified Wound Specialists. All payment amounts in this Agreement are in U.S. dollars.
- 3. Positioning.** Except as otherwise expressly provided in the Insertion Order, positioning of advertisements within the Association web site or on any page is at the sole discretion of Association.
- 4. Renewal.** Except as expressly set forth in the Insertion Order, any renewal of the Insertion Order and acceptance of any additional advertising order shall be at Association's sole discretion. Pricing for any renewal period is subject to change by Association from time to time.
- 5. No Assignment or Resale of Ad Space.** Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to Association.
- 6. Provision of Advertising Materials.** (a) Advertiser will provide all materials for the advertisement in accordance with Association's policies in effect from time to time, including without limitation the manner of transmission to Association and the lead-time prior to publication of the advertisement. Association shall not be required to publish any advertisement that is not received in accordance with such policies. All changes to advertisement must be made in writing to David Abts at [dabts@theccws.org](mailto:dabts@theccws.org). Advertiser hereby grants to Association a nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the advertisement and all contents therein in accordance herewith. (b) If Advertiser uses third parties to serve the advertisement hereunder ("Third Parties"), Advertiser shall be responsible for such Third Parties complying with the terms of this Agreement.
- 7. Statistics.** Unless specified in the Insertion Order, Association makes no guarantee with respect to usage statistics for any advertisement. Advertiser acknowledges that delivery statistics provided by Association are the official and definitive measurements of Association's performance on any delivery obligations provided in the Insertion Order. No other measurements or usage statistics (including those of Advertiser or Third Parties) shall be accepted by Association or have any effect on this Agreement.
- 8. Right to Reject Advertisement.** All contents of advertisements (including those served by Third Parties) are subject to Association's approval. Association reserves the right to reject or cancel any advertisement, Insertion Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by Association that any placement thereof may subject Association to criminal or civil liability).
- 9. No Warranty.** ASSOCIATION MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES,

AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

**10. Limitations of Liability.** In the event that Association fails to publish an advertisement in accordance with the schedule provided in the Insertion Order, or in the event that Association fails to deliver the number of impressions specified in the Insertion Order (if any) by the End Date specified in the Insertion Order, or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Insertion Order, the sole liability of Association and exclusive remedy of Advertiser shall be limited to, at Association's sole discretion, placement of the advertisement at a later time in a comparable position, or extension of the End Date specified in the Insertion Order until the total impressions are delivered. In no event shall Association be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any). IN NO EVENT SHALL ASSOCIATION BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ASSOCIATION'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY ASSOCIATION FROM ADVERTISER FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, Association shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond the control of Association. Advertiser acknowledges that Association has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

**11. Advertiser's Representations; Indemnification.** Advertiser represents and warrants to Association, and Third Parties (if any), that Advertiser holds all necessary rights to permit the use of the advertisement by Association for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to indemnify, defend and hold Association and Third Parties (if any) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third-party claim arising from use of or access to the advertisement under this Agreement or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.

**12. Cancellations.** Except as otherwise provided in the Insertion Order, the Insertion Order is noncancelable by Advertiser. If Advertiser cancels the Insertion Order, in whole or in part, Advertiser agrees to pay any additional short-rate charges.

**13. Construction.** No term or condition other than those set forth in the Standard Terms or in the Insertion Order relating to advertisement scheduling and pricing shall be binding on Association unless in writing signed by duly authorized representatives of the parties. In the event of any inconsistency between the Insertion Order and the Standard Terms, the Standard Terms shall control. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Advertiser, including Advertiser's insertion order, and Advertiser hereby disclaims any terms therein, except for terms therein relating to advertisement scheduling and pricing.

**14. Confidentiality.** "Confidential Information" shall mean (i) advertisements, prior to publication; (ii) the Insertion Order and any Association statistics that shall be deemed Association Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During the term of this Agreement, and for a period of two years following any End Date, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section 14 by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.

**15. Termination; Effect of Termination.** In the event of a material breach by Advertiser, Association may terminate this Agreement immediately without notice or cure period, without liability to Association. If the parties contemplate any provision to survive any termination or expiration of this Agreement, such provision shall survive such termination or expiration. At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party.

**16. Rates.** The Association may from time to time and without notice change the rates and terms for advertising as set forth in the Insertion Order.

**17. Miscellaneous.** This Agreement: (i) shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to principles of conflicts of law; and (ii) will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Insertion Order without Association's prior written approval, which approval shall not be unreasonably withheld. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. Any notices under this Agreement shall be sent to the addresses set forth in the Insertion Order (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

**18. Signature.**

I, the undersigned, accept these Terms and Conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

**19. Countersignature.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**American College of Certified Wound Specialists**