



ELSEVIER

Gender Medicine

www.GenderMedJournal.com



PUBLISHER

Jo-Ann E. West, MSc
Excerpta Medica, an Elsevier business
685 Route 202/206
Bridgewater, NJ 08807
Tel: 908-547-2082 • Fax: 908-547-2204
E-mail: j.e.west@elsevier.com

PRODUCT ADVERTISING SALES

James T. Brady
Publisher's Representative
259 Mineola Blvd, Ste 206
Mineola, NY 11501
Tel: 516-742-7960 • Fax: 516-742-7908
E-mail: jtbrady1@verizon.net

EDITORIAL

Gender Medicine focuses on the impact of sex and gender on normal human physiology, the pathophysiology and clinical features of disease, and therapeutic interventions. The journal seeks to publish reports of original scientific investigations that use biological sex and/or gender as a significant variable in the experimental protocol. These include research that reports significant differences in the normal function of males and females; identifies differences in the pathophysiology of disease as a function of biological sex/gender; evaluates the efficacy of therapeutic interventions as a function of sex/gender; or develops protocols that translate the results of gender-specific investigations into clinical practice.

Gender Medicine offers:

- In-depth peer review in 3–4 weeks
- Bimonthly print publication
- *Express Track* peer review in 1–2 weeks with Epub ahead of print
- Indexed in MEDLINE, EMBASE, CINAHL, Science Citation Index Expanded, SCOPUS, and others
- Circulation to 5400 specialists in sex differences and women's/men's health
- Available to ~11 million ScienceDirect subscribers
- Preprints and reprints available

ESTABLISHED

2004

PUBLISHING STAFF

Editor-in-Chief: Jane F. Reckelhoff, PhD
Publisher: Jo-Ann E. West, MSc
Product Advertising Sales: James T. Brady

SUBSCRIPTION RATES

Domestic

Institutional: \$180
Individual: \$115
Trainee/Resident: \$57

International

Institutional: \$230
Individual: \$168

CIRCULATION

Cardiologists	2000
Endocrinologists	1800
Internal Medicine	800
Psychiatrists	500
Policy makers and other specialists	300
TOTAL:	5400

AUDIENCE

Cardiologists, nephrologists, obstetricians, gynecologists, endocrinologists, policy makers, and other specialists interested in sex differences in health, disease, and therapies.

BONUS DISTRIBUTION

- American Society of Clinical Pharmacology and Therapeutics
March 17–20, 2010 - Atlanta, GA
- Organization for the Study of Sex Differences
June 3–5, 2010 - Ann Arbor, MI
- World Congress on Men's Health
October 15–17, 2010 - Nice, France

SPECIAL ISSUES

- Supplements, Journal Clubs, Theme Issues

ISSUANCE

- Frequency: Bimonthly
- Issue Months: February, April, June, August, October, December

CLOSINGS

- Cancellations: No cancellations will be accepted after closing date. Covers and preferred positions are non-cancellable.
- Digital ad materials due same day as space closing.
- Dates subject to change.

Volume/ Issue	Publication Month	Ad Space Closing	Ad Materials Deadline
7 (1)	February	01/25/10	02/01/10
7 (2)	April	03/25/10	04/01/10
7 (3)	June	05/25/10	06/01/10
7 (4)	August	07/26/10	08/01/10
7 (5)	October	09/24/10	10/01/10
7 (6)	December	11/24/10	12/01/10

OTHER SERVICES TO ADVERTISERS

- Editorial Reprints, contact:
Gail Gallo
Tel: 908-547-2069 • Fax: 908-547-2084
E-mail: g.gallo@elsevier.com
- Sponsored Supplements, contact:
Jo-Ann E. West, MSc
Tel: 908-547-2082 • Fax: 908-547-2204
E-mail: j.e.west@elsevier.com
- Sponsored Subscriptions, Online Advertising, contact:
James T. Brady
Tel: 516-742-7960 • Fax: 516-742-7908
E-mail: jtbrady1@verizon.net

POLICY ON PLACEMENT OF ADVERTISING

Advertising precedes and follows editorial section. Covers 2, 3, and 4 also available.

ACCEPTANCE OF ADVERTISING

The Publisher and Editors reserve the right to reject any advertising for any reason. Advertiser shall indemnify and hold harmless the Publisher, Editors, and the owner of the journal from and against any loss, expense, claim, or liability resulting from their advertisement. Advertiser warrants that its advertisements comply with all applicable laws, rules, and regulations. New copy should be submitted by ad space closing date.

Product Advertising Rate Card Gender Medicine • 2010

Advertising Sales Office

James T. Brady—Tel: 516-742-7960 • Fax: 516-742-7908

E-mail: jtbrady1@verizon.net

BLACK & WHITE RATES*

	1x	4x	8x	12x	24x	36x
Full Page:	\$2,130	\$2,030	\$1,940	\$1,785	\$1,645	\$1,480
1/2 Page:	\$1,320	\$1,260	\$1,150	\$1,040	\$950	\$815

*State taxes may apply.

EARNED RATES

Rates are based on the total units earned during a twelve-month period. Space purchased by a parent company and its subsidiaries is combined to determine earned rate.

AGENCY DISCOUNT

15% All rates are GROSS.

INSERTS

Furnished inserts are billed at the black and white rate times the number of insert pages.

- Two-page insert (one leaf): Two-times earned frequency rate
- Four-page or larger insert is black and white earned frequency rate per page.

INSERT REQUIREMENTS

- Size 2 page: 8 1/4" x 11"
- Size 4 page: 16 1/2" x 11 1/4" furnish folded to 8" x 11"
- Contact Ad Sales Services for additional high folio/low folio binding instructions.
- Trimming: 1/8" trimmed off top, bottom, gutter and face. Keep all live matter 1/4" from trim edges. Note that a 1/2" safety must also be applied to both sides of the gutter.
- Insert Stock Weight: For 2 page 80# preferred; 4 to 8 pages—60# minimum. Inserts that do not meet these minimum weights must be sent to the printer for evaluation.
- Quantity: Contact Ad Sales Services.
- Closing Date for Booking Inserts: Same as ad space closing.
- Insert Delivery Date: Same as ad material deadline.
- Packaging and labeling of inserts for shipping: Packed one up, folded if four pages, flat if two pages. All inserts must be delivered to the printer in cartons, with Journal title, quantity, product, issue and month/year clearly marked. If shipping inserts for more than one issue date, inserts must be packed separately and clearly marked indicating Journal title, issue date and quantity.
- All inserts must be submitted to Publisher for approval of stock, design, and other mechanical specifications.
- Copy of insert must accompany insertion order. Failure to meet insert specifications and packaging guidelines may result in additional charges.

SHIP INSERTS (Mark month, vol/issue and quantity on the box)

Gender Medicine
The Sheridan Press
450 Fame Avenue
Hanover, PA 17331

COMPOSITION (Black & White only)

- Full page: \$150 • Half page: \$125 • Quarter page: \$95
- All production charges are net and non-commissionable.

MECHANICAL SPECIFICATIONS

Page Sizes	Type Area	Bleed
Trim	8" x 10 3/4"	
Spread	15" x 10"	16 1/4" x 11"
Full Page	7" x 10"	8 1/4" x 11"
1/2 Page Horizontal	7" x 5"	8 1/4" x 5 1/2"
1/2 Page Vertical	3 1/2" x 10"	

Keep live matter 1/4" from trim edges.

BINDING

Perfect.

PRINTING PROCESS

Sheet Fed.

HALFTONE SCREEN

150 line screen.

FOR CONTRACTS & INSERTION ORDERS

Contact your advertising sales representative.

FOR RECRUITMENT AND CLASSIFIEDS

Contact your advertising sales representative.

COLOR

- Standard color (2C or 3C. Colors available are Black, Cyan, Magenta or Yellow): \$440 per page or fraction.
- Matched color (PMS specific number): \$610 per page or fraction.
- 4-color: \$1,515 per page or fraction.
- Metallic and Matched (PMS) colors can be combined with the Black and White rate or they can be added to the Standard or 4 Color charge..
- Color charges are in addition to earned black-and-white rates.
- Bleed: No charge.

PREMIUM POSITIONS*

Premium positioning not guaranteed with inserts.

Contract Needed. Non-Cancellable.

- Covers 2 and 3: 25% B/W page rate.
- Cover 4: 50% B/W page rate

* All ads must be approved by the publisher.

JOURNAL WEB SITE ADVERTISING

Banners are available on the journal's Web site. Banners are sold by impressions on a cost per thousand basis. Contact your sales representative for rates, possible sponsorships and estimated monthly visitor traffic.

DIGITAL DATA

File Formats: Preferred format is PDF/Acrobat 4.05 or later set for compatibility with PDF version 1.3 (Acrobat4); PDF/X-1a; EPS; TIFF. All high-resolution images and fonts must be included. TIFF & EPS files must conform to the following minimum resolution specifications: Grayscale and color images: 300 dpi; Combination Grayscale and Color images: 500–900 dpi; Line art (Bitmap) images: 900–1200 dpi.

Page Layout: Supply as single page files only, Right Reading, Portrait Mode, 100% Size, No Rotation. Created to the trim of the journal plus a minimum 1/8" bleed on all sides. Keep live matter 1/2" from trim edges. Crop marks and SWOP color bars must be included, position 1/2" outside trim. Reverse type should be no less than 6 pt. Fine lettering (thin lines, serifs) should be restricted to one color. All Fonts and graphics must be embedded or included with the files and conform to the file formats listed above.

Color Space: All color images and files are to be supplied as CMYK with a Total Area Coverage (TAC) not to exceed 300% for the darkest area of an image. Files supplied as RGB will be automatically converted to CMYK. Spot Colors are to be identified using the standard Pantone naming convention and not a custom color such as "Dark Blue." PMS colors will be converted to process unless otherwise specified. When using both art and layout programs make sure spot color naming is consistent in all applications (ex. Do not define both PMS 201CV and PMS 201CVC).

Media/Delivery: CD-ROM/ISO-9660 Format or DVD. All media must be labeled with the following: Journal Title, Volume # & Issue Date, Advertiser, Agency Name, Agency Contact & Phone Number. Attach printout of CD contents.

Proofs: All proofs must be produced from the final file submitted. Proofs must be imaged at 100% scale and in accordance with SWOP specifications. All color ads require a SWOP-certified contract color proof, which includes a SWOP proofing bar. For a list of current SWOP-approved proofs visit www.swop.org/certification/systemlist.asp. Proofs generated from any of the approved devices are acceptable. Desktop inkjet printer proofs do not meet SWOP specifications. Elsevier cannot guarantee color match unless acceptable proof is provided. If a contract color proof is not supplied Elsevier will run to standard ink densities and dot gain. Revised proofs must be supplied whenever a text or design change is made. ANY alteration to a file will require output of a new proof at cost to the customer. All black & white or grayscale ads supplied require 100% size lasers for confirmation of ad content.

Note: Corrections to digital ads previously submitted are limited to minor text changes, provided certain conditions are met. Revised files must be supplied in the case of major text or design changes. For more information regarding digital ad submission, see the full Elsevier Digital Ad Specifications or contact Ad Sales Services.

Digital Ad Closing Date: Digital ad material is due same day as space closing.

DISPOSITION OF REPRODUCTION MATERIAL

All digital ad files will be held for twelve months only unless otherwise notified, furnished files will be destroyed. Insert overs will be held until the issue mails. After mailing is completed any unused inserts for that issue will be destroyed unless otherwise indicated on the insertion order. Excess inserts held in storage beyond completion of insertion date may be subject to storage charges.

CONTRACTS, INSERTION ORDERS, AND PRODUCTION MATERIALS

Theresa Salerno
Excerpta Medica, an Elsevier business
685 Route 202/206
Bridgewater, NJ 08807
Tel: 908-547-2076 • Fax: 908-547-2204
E-mail: t.salerno@elsevier.com

ELSEVIER TERMS AND CONDITIONS OF SUPPLY

1. Applicability

These terms and conditions shall apply to all offers, proposals and agreements made between Elsevier and any third party or its agent ("the Client") relating to the products and/or services of Elsevier ("the Products and/or Services") and, along with the relevant Elsevier order acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC 'Elsevier' shall mean the company within the Elsevier group that is providing the Products or Services as set out on the Elsevier order acknowledgement or invoice. Where general terms and conditions of business are proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for fraudulent misrepresentation. Where Products are sold to the Client that contain third party product or software such a sale may be subject to additional license terms.

2. Offer and acceptance/Description

Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Elsevier or (if earlier) Elsevier delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to availability. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing Products or Services from Elsevier for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity. Elsevier shall use commercially reasonable efforts to comply with descriptions of the Products and Services agreed by both parties in the relevant order, including such things as format, printing processes, technical design, size and kind of address file, weights and the like. All drawings, descriptive matter, specifications and advertising issued by Elsevier and any descriptions or illustrations contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products and Services described in them. They will not form part of the TC. Publishing errors, including, but not limited to, typographical errors, having no significant effect on the editorial content or design characteristics of the Products and Services, cannot be considered a reason for rejecting delivery or, as the case may be, modifying the agreed price.

3. Execution and modification of the order

Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion. If, at the request of the Client, Elsevier renders additional Services in connection with the performance of the TC, Elsevier shall act in the name of, to the account of, and at the risk of the Client. Any dates specified by Elsevier for delivery/performance of the Products and Services are intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.

4. Rates and prices

Unless otherwise agreed by Elsevier in writing the price/rates for the Products and Services shall be those set out in Elsevier's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Client shall provide to Elsevier Client's VAT registration number at the time of placing its order.

5. Payment

Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Elsevier may set and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credit limit. Legal and beneficial title in any tangible Products supplied by Elsevier to the Client shall remain with Elsevier until Elsevier has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Elsevier from the Client on any account. For the avoidance of doubt no intellectual property rights in any Elsevier Products shall transfer to the Client. Products shall be at the Client's risk as from delivery. The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Elsevier to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 1% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Elsevier. If the Client wishes to dispute any invoice (or part), the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Elsevier in writing. The Client shall remain liable for any undisputed part of such invoice. Elsevier shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Elsevier for any other Product or Service under any other order, Elsevier reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Elsevier.

6. Intellectual property

Copyright and other intellectual property rights to all Elsevier proposals, publications and other Products and/or Services shall remain with Elsevier unless agreed otherwise in writing. The rights granted by Elsevier are restricted to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written permission of Elsevier. The rights granted by Elsevier are non-exclusive and for the purpose expressly agreed upon. Any other use shall require the prior written permission of Elsevier. The Client shall not acquire any intellectual property rights in the Products. No part of the Elsevier proposals, publications or Products may be stored in any automated data file and/or reproduced, whether electronically, mechanically, by photocopying, recording or in any other manner or form, without the specific prior written permission of Elsevier.

7. Liability and claims

TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS (i) Elsevier shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kind imposed on Elsevier by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by the Client and Elsevier at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Elsevier; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR DEATH OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THE PARTY

IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE. ELSEVIER'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge that the liability of Elsevier is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

8. Force majeure

If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

9. Advertising & Reprints

Client is solely responsible for ensuring proposed advertising copy is received at Elsevier in electronic form (or such other form as specified by Elsevier) and within the relevant deadline set by Elsevier (the "Closing Date"). Where copy is received late or not at all, although Elsevier will endeavour to do so, Elsevier may not be able to arrange for such copy to be published on the agreed date or for the agreed period. Payment for the campaign will however be required in full. When change of copy is not received before the Closing Date, copy run in previous issue may be inserted. Client shall retain a complete copy of all materials delivered to Elsevier. Elsevier shall take reasonable care but shall not be liable for accidental loss or damage thereto. Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other content (the "Advertising Content"). Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content will not violate any civil or criminal laws, rules or regulations or industry codes or any rights of any third parties including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (iii) Advertising Content complies with any applicable laws, rules, industry codes, regulations and generally prevailing custom and practice. Client agrees to indemnify Elsevier and to hold Elsevier harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Elsevier, arising out of or related to the Advertising Content or Client's breach or alleged breach of any of the foregoing representations and warranties. Elsevier reserves the right to reject any advertising and/or promotions that are not consistent with Elsevier's standards. In addition, Elsevier shall have the right, at any time, to remove any of Client's advertising and/or terminate this TC if Elsevier determines, in its sole discretion, that the Advertising Content or any portion or publishing thereof (1) violate Elsevier's then applicable advertising policy; (2) violate any law, rule or regulation or industry code or if Elsevier is directed to do so by any law enforcement agency, court or government agency; (3) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights or (4) are otherwise objectionable to Elsevier. In such event, Elsevier may either (i) publish alternative Advertising Content in consultation with the Client or (ii) refund to Client a pro rata portion of the fee which Client has paid to Elsevier for display of the Advertising Content (if Client has paid Elsevier a flat fee). Elsevier will not be liable for the timely appearance or accuracy of any advertisement supplied by the Client. Elsevier may terminate this TC at any time in the event of a breach of this TC by Client. Orders must specify a definite schedule of insertions, issues and sizes of space for a specific advertiser. Two or more advertisers are not permitted to use space under the same order. No advertising orders will be accepted for periods longer than one year. Where an order for a series of advertisements has been given a discounted rate for volume by Elsevier, and the Client does not order the quoted volume, Elsevier shall be entitled to re-calculate the price for the actual volume at the end of the applicable year at a reduced discount and the Client shall pay any additional amount found owing. If the Client orders in excess of the quoted volume, Elsevier shall return to the Client any amount overpaid by the Client. Orders specifying positions are accepted subject to the right of Elsevier to determine actual positions. If Elsevier considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client will have the right to cancel the order for that advertisement, if the alterations requested are unacceptable, unless such changes are due to an event of force majeure. Elsevier can only supply reprints of published material and shall be entitled to reject any order for reprints of material that has not been published.

10. Cancellations & Returns

Without prejudice to any rights the Client may have under statute as a consumer, if the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Elsevier. Orders for advertisements must be cancelled in writing prior to the relevant ad space closing date, but in the event that any cancellations are made after such date, Elsevier shall be entitled to charge the full cost of the advertisement. Any returns of book products shall be subject to the relevant Elsevier company's return policy applicable to the product at the time of the return. Details of such policies will be provided to the Client upon request. Reprints cannot be returned once these have been printed.

11. General

The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the corporate domicile of the Elsevier company which is providing the Products or Services. The parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile. The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.