

Advertising Guidelines

The American Psychiatric Association (APA) publishes *The American Journal of Psychiatry*, *Psychiatric Services*, and *Psychiatric News* for the education and information of its members and others in the medical and mental health professions. American Psychiatric Association publishes *The Journal of Neuropsychiatry and the Clinical Neurosciences* for the American Neuropsychiatric Association. These Advertising Standard Terms and Conditions apply to advertising opportunities in all four publications and constitute a legally binding agreement between Advertiser and the APA.

FOCUS: The Journal of Lifelong Learning in Psychiatry is also published by APA but does not accept any third-party commercial advertising.

The editorial policies of the publications vary, but the intention of all is educational. To that end, APA requires that all advertising in its publications be factually accurate, appropriate, in good taste, reasonably interpreted as being aimed at contributing to the advancement of the profession of psychiatry, and in compliance with all laws, rules, and regulations.

These Standard Terms and Conditions govern all advertisements in APA's publications and constitute a binding agreement (the Agreement) between Advertiser and APA.

Advertising Principles and Guidelines

- Advertisers have no control over APA's editorial decisions or advertising policies.
- All advertisements must clearly identify the Advertiser and the product or service being advertised. Pharmaceutical advertisements must conform to all applicable laws, rules and regulations including the policies of the U.S. Food and Drug Administration (FDA) in every respect. Products intended for human use or consumption that do not come under the jurisdiction of the FDA must be safe and effective in their intended use and Advertiser must provide proof of safety and effectiveness upon request.
- Products and services and their indicated uses must conform to principles of acceptable medical practice and of medical ethics.
- Quotations and excerpts from published papers are acceptable provided that they do not distort the meaning intended by the author and conform to applicable regulations and intellectual property laws.
- Advertisers must comply with all laws, rules and regulations including those applicable to the manufacture, distribution, and sale of a product or service.
- The disorder or symptom for which a drug or other product is being recommended must be prominently stated within the advertisement, except in "reminder" advertisements, as provided in FDA regulations. Advertisements will not be accepted that suggest in any way the use of a medication or other substance for the relief of tensions or problems of everyday life rather than for the relief of symptoms of illness.
- No advertisement will be accepted that, in the sole opinion of APA, is inaccurate, in bad taste, fraudulent, misleading, or deceptive; appears to contribute to the stigma of mental or emotional illnesses or patients with them; or the publication of which is otherwise not in the best interest of the APA.
- APA may require that a sample or copy of any advertised product (other than pharmaceuticals) or a full description of any advertised service be submitted for review prior to the determination of the acceptability of an advertisement.
- APA may require than an Advertiser offer proof of the efficacy or reliability of any products, devices, instruments, tests, and related technology or equipment, and no advertisement for such product will be accepted for which, in the sole opinion of APA, proof of efficacy or reliability is not demonstrated.
- Advertisements for employment must conform to all applicable federal and state laws, rules and regulations. Such advertisements shall include an EEO statement when required and may not discriminate against any persons based on race, ethnicity, gender, sex, sexual orientation, age, national origin, religion, handicap, disability, country of medical education or training, or any other characteristic protected by federal or state law.
- Acceptance of advertising by the APA does not in any way constitute endorsement or approval by APA of the Advertiser or the advertised service or product, and Advertiser may not make such claims (directly or by implication) in any way.

Implementation of Guidelines

1. Advertiser is responsible for the timely submission of proposed advertisements that will permit a review of the advertisement by APA prior to publication.
2. Proposed advertisements are normally reviewed within one week. APA may accept, reject or require that changes be made in any advertisement.

At APA's sole discretion, an advertisement in which APA requires changes to be made may be published in its original form until the change is made, provided that the Advertiser agrees to the speedy revision of the advertisement.

Guidelines for Online Advertising

APA accepts advertising and sponsorship for its publishing website and alerts. All advertising for this platform must be in compliance with the policies set forth for print advertising, with the following addenda:

- Online advertisers may receive reports that show aggregated data about response to their advertisements, including the number of ad impressions and the number of times an advertisement was clicked on.
- Advertiser-directed placement of digital advertising adjacent to editorial content on the same topic is prohibited. Advertising on topics similar to the article may appear randomly.
- Advertisements on APA's journal websites may link to a commercial website, provided that viewers are clearly informed by the advertisement that they are proceeding to a page commercial in nature and not affiliated with the publication. The option for viewing an advertisement must remain with the website viewer, who can choose to click or not click on the advertisement. Advertiser links to other websites cannot prevent a user from easily returning to the APA's website.
- For advertisements that contain hyperlinks, content review by APA must be included in the landing page(s). The landing page must clearly display the company sponsoring the site. No registration of personal information is permitted in order for a site visitor to be taken to the landing page.
- APA reserves the right to decline or cancel any submitted advertisement or discontinue posting of any advertisement previously accepted as well as decline any link to or from the website that is unacceptable.

Miscellaneous Terms

- APA may change these terms at any time.
- Advertiser is fully responsible for all federal, state, and local taxes which may be due related to the advertising order.
- Unless otherwise specifically agreed in writing, positioning and scheduling of advertisements shall be at APA's discretion.
- APA reserves the right to reject or cancel any advertising order at any time and for any reason.
- All advertisement materials shall be provided at Advertiser's sole expense and in accordance with APA's policies as may be in effect from time to time. APA may request edits or revisions, reject, take down, or cancel any advertisement at any time and may terminate this order without liability.
- If there is an interruption or omission in furnishing any advertisement ordered hereunder, APA may identify a reasonable substitute for the interrupted or omitted order. Such substitution shall be Advertiser's sole remedy for any failure by APA to furnish an order advertisement and APA shall have no further liability.
- Advertiser is solely responsible for all advertisement materials (including links and content embedded therein). Advertiser represents and warrants that the advertisement materials, including the use of all marks, images or other works of authorship contained therein, will not (a) be false, misleading, libelous, defamatory, offensive or inappropriate; (b) violate any applicable law, rule or regulation, or (c) infringe or misappropriate any rights of any third party.
- To the fullest extent permitted by law, Advertiser will indemnify, defend, and hold harmless APA, and its affiliates, employees, officers, directors and agents from and against any and all expense or losses of any

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kind (including attorneys' fees) incurred in connection with (i) any breach or alleged breach of the this Agreement, (ii) any action or omission by Advertiser, and (iii) any materials provided by Advertiser (including all information contained therein).

- Advertiser hereby grants to the APA a perpetual, worldwide, non-exclusive, royalty-free, transferable, sublicensable, license to use, download, display, distribute, modify, and create derivative works of the advertisement materials to provide the services contemplated under this Agreement.
- APA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT ANY ADVERTISEMENT WILL BE DELIVERED WITHOUT INTERRUPTION OR ERROR. APA SHALL NOT HAVE ANY LIABILITY FOR ANY EXPENSE OR LOSS ARISING OUT OF THIS AGREEMENT OR THE MANNER IN WHICH ANY ADVERTISEMENT IS DISTRIBUTED. IN NO EVENT WILL APA BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APA'S TOTAL LIABILITY HEREUNDER WILL NOT EXCEED THE AMOUNT PAID BY ADVERTISER FOR THE RELEVANT ADVERTISEMENT.
- This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, whether oral or in writing. This Agreement is governed by and construed in accordance with the laws of the District of Columbia, without regard to choice of law principles, and any dispute related hereto shall be brought in a District of Columbia court. The failure of APA to exercise or enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.
- The parties are independent contractors and nothing in this Agreement creates a partnership, agency, or other such relationship among the parties. Neither party has the authority to make any representations on the other's behalf.