



ADVERTISING GUIDELINES

Introduction

The Clinical TMS Society (CTMSS) is an international medical society dedicated to optimizing clinical practice, supporting research, and increasing access to high quality, evidence-based Transcranial Magnetic Stimulation. CTMSS permits advertising from industry partners that supports this mission. Advertising submitted to CTMSS must be factually accurate, evidence-based, measured, professional in tone, and fully compliant with all laws, rules, and regulations.

The following Advertising Standard Terms and Conditions apply to all advertising opportunities within the Clinical TMS Society (CTMSS), including but not limited to *TMS Today* e-mails, *PULSES* coursework material, *Transcranial Magnetic Stimulation* journal, *Grand Rounds*, social media, and the CTMSS annual meeting. They represent a legally binding agreement between the Advertiser and CTMSS.

Principles and Guidelines

- Advertisers have no control over CTMSS editorial decisions or advertising policies
- All advertisements must clearly identify the Advertiser and the product or service being advertised. Pharmaceutical and device advertisements must conform to all applicable laws, rules, and regulations of the local regulatory body (e.g., United States Food and Drug Administration (FDA)). Any product or service intended for human use or consumption that is not covered by that regulatory body must be supported by safety and efficacy data, and CTMSS has the right to request and review these data upon request.
- Products and services and their indicated uses must conform to principles of acceptable medical practice and medical ethics.
- Quotes and excerpts from published papers are acceptable provided they do not distort the meaning intended by the author and they conform to applicable regulations and intellectual property laws. Any claims about safety and efficacy that are not reported in pre-registered, peer-reviewed clinical trials must be labelled as such.
- Advertisers must comply with all laws, rules, and regulations, including those applicable to the manufacture, distribution, and sale of a product or service.
- All advertisements must explicitly and prominently state that the advertisement is an advertisement.
- The disorder or symptom for which a drug or other product is being recommended must also be prominently stated within the advertisement per local regulatory body regulations.
- CTMSS has the right to reject any advertisement deemed inaccurate, exaggerated, misleading, deceptive, stigmatizing, unethical, or inconsistent with the mission of the organization.
- CTMSS may request more information about a product or service prior to deciding on the acceptability of an advertisement. This information may include, but is not limited to, proof of efficacy or reliability. Any such review shall be managed by the relevant CTMSS component (e.g., Annual Meeting Committee, PULSES Director) and be accountable to the Board of Directors.
- Advertisements for employment must conform to all applicable federal and state laws, rules and regulations. Such advertisements shall include an Equal Employment Opportunity 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 CTMSS does not, in any way, constitute endorsement or approval by CTMSS of the Advertiser or the advertised service or product, and Advertiser may not make such claims (directly or by implication) in any way.
- CTMSS reserves the right to review website materials that are linked from an advertisement when evaluating the acceptability of said advertisement. Advertisements may be embedded within e-mail messages about *TMS Today* e-mails, *PULSES* course, *Transcranial Magnetic Stimulation* journal, *Grand Rounds*, and the CTMSS annual meeting. These ads must be clearly demarcated from the CTMSS editorial content.



- Standalone advertisement e-mails must be clearly labelled as a message from a sponsor in the subject line and in the main body of the text. These standalone advertisements may not be sent through the main CTMSS email address. Instead, they will be sent through a marketing e-mail address (e.g., CTMSS Sponsor).
- CTMSS follows GDPR, CASL standards, and CAN-SPAM act.

Implementation of Guidelines

- Digital advertisements require written approval by the CTMSS.
- Vendors using print advertisements must comply with CTMSS advertising guidelines.
- CTMSS reserves the right to remove any promotional materials.
- CTMSS recommends submission of proposed digital advertisements at least three months in advance of publication or implementation. CTMSS may accept, reject, or require changes to any advertisement.
- General questions about advertising may be directed to info@clinicaltmsociety.org.

Miscellaneous Terms (copy/paste with minor edits)

- CTMSS 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 CTMSS's discretion.
- CTMSS 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 CTMSS' policies as may be in effect from time to time. CTMSS 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, CTMSS may identify a reasonable substitute for the interrupted or omitted order. Such substitution shall be Advertiser's sole remedy for any failure by CTMSS to furnish an order advertisement and CTMSS 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 CTMSS, and its affiliates, employees, officers, directors and agents from and against any and all expense or losses of any 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 CTMSS 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.
- CTMSS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT ANY ADVERTISEMENT WILL BE DELIVERED WITHOUT INTERRUPTION OR ERROR. CTMSS 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 CTMSS 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.



CTMSS'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 state of Tennessee, without regard to choice of law principles, and any dispute related hereto shall be brought in a Tennessee court. The failure of CTMSS 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.