

ADVERTISING *terms and conditions*

The AAPD shall be the sole judge of the suitability of materials for advertising, and accepts advertising subject to the following conditions:

The appearance of advertising or marketing of any kind in any AAPD publications and/or on the AAPD website is not an endorsement or guarantee of the product or service being advertised or of the claims made for the product or service by the advertiser.

Announcements of educational programs, equipment, or other products and services must be related in some manner to the field of pediatric dentistry.

Membership recruitment or related promotions for external organizations are only permitted with the AAPD's prior written authorization.

Ads supplied to the AAPD which require additional typesetting, edits, layout, color separation or film work on material supplied are subject to additional charges which are the responsibility of the advertiser.

Advertiser shall provide to the AAPD the advertisement, including all necessary artwork, by the due date and in the format set forth in the *Insertion Order*. In the event that all necessary artwork is not received in time for the due date, the AAPD may at its sole option elect to use artwork from previous Advertisements placed by Advertiser (if any). Unless return is requested, original art and copy will be destroyed six months after publication.

All advertisements must be reviewed by the AAPD for approval prior to publication. The AAPD reserves the right to decline, withdraw, or edit advertisements not in keeping with AAPD's standards or purpose. The AAPD may in its sole discretion, at any time and for any reason, cancel or refuse any advertisement, regardless of whether such advertisement previously was accepted by the AAPD.

Every care is taken to avoid mistakes, but responsibility cannot be accepted by the AAPD for clerical or printer errors. All ads are strongly encouraged to be submitted electronically. AAPD will not be responsible for any errors or typos for ads that need to be rekeyed from a hard copy submission.

Advertisements may not use the AAPD name or logo without prior written consent.

The AAPD will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of this rate card.

The AAPD shall not act as a broker through an advertisement for any product or service not manufactured or provided directly by the party named in the advertisement.

Brokers placing advertisements on behalf of a client assume total responsibility for on-time payment to the AAPD, regardless of the client's payment standing with the broker. Payment is due upon receipt, and is past due 30 days after billing date. A client/broker with three or more unpaid invoices from any combination of AAPD advertising options will have their advertising dropped without warning. Reinstatement requires the payment of all but the last outstanding invoice.

Advertiser acknowledges that the Advertisement is Advertiser's own original work; that Advertiser is the sole owner of the work and all of the rights herein granted; that the content of the Advertisement does not violate any copyright, trademark, proprietary or personal rights of others; and that the Advertisement is factually accurate and contains no matter defamatory or otherwise unlawful.

Advertiser agrees to indemnify the AAPD and its affiliates, employees, officers, directors, and agents from and against all liability, including attorneys' fees, for any loss or damage or claims that arise from or are related to the use or publication of the Advertisement, including but not limited to claims for copyright or trademark infringement, unfair competition, defamation, breach of contract, Lanham Act violations, or breach of the representations and warranties provided herein.

Advertiser shall comply with any and all state or federal laws governing solicitations and individual privacy information. Advertiser shall indemnify and hold harmless the AAPD, its officers, directors, affiliates, agents and employees for any third-party claims arising out of alleged violations of such laws including but not limited to damages, liabilities, losses, costs and attorneys fees and legal expenses.

Advertiser shall be liable for any and all amounts payable to the AAPD under this Agreement. All amounts are due and payable by Advertiser within thirty (30) days of receipt of invoice. If an Advertiser cancels this Agreement prior to its conclusion, Advertiser shall remain liable to pay to the AAPD the full amount due. In the event any collection action, by non-judicial or judicial means, is taken by the AAPD against Advertiser to enforce one or more of the terms and conditions of this Agreement, it is agreed that, if the AAPD is successful in such collection action, that Advertiser shall pay to the AAPD all reasonable costs (including reasonable attorneys' fees), expenses, and courts costs (if any) incurred by the AAPD in pursuing such collection.