



Terms & Conditions – Emergency Medicine Board Review

Double Your Money Back Guarantee

Please read these terms and conditions carefully before registering for this American Physician Institute for Advanced Professional Studies LLC (“API”) course. By registering for this (The Pass Machine) Board Review Course, you signify that you accept the provisions of these Terms & Conditions and that you are entering into a legally binding agreement with API.

WHAT’S INCLUDED IN YOUR ONLINE COURSE REGISTRATION

- Ongoing access to your personalized API account portal, which includes access to your active API courses, CME certificates, and community study groups
- 12-month online access* to this course’s materials, including recorded lectures, multiple-choice question Q Bank, course e-syllabus, and CME tests/surveys
- NEW API app for Android and iOS, allowing online and offline access to your course lectures and Q Bank
- If any updates occur during your subscription period, you will receive these updates for no additional cost
- Option to extend online access at a reduced tuition rate
- If a live course is available during your 12-month access, you have the option to register and attend for an additional fee
- NOT included with a live course registration: Hotel guest room, travel, and any other personal, non-course expenses
- *AMA PRA Category 1 Credits™*, contingent upon completion of post-activity CME tests (The course you purchased may also include additional board-approved MOC points or self-assessment credits)

**Minimum Browser Requirements: In order to ensure secure access to our systems, we recommend that you connect with the most updated version of your browser. Earlier browser versions may be restricted from access to our database.*

Live Course Scheduling (where applicable)

API makes every reasonable effort to adhere to its schedule of live courses. However, all API courses subject to rescheduling and changes; API reserves the right to change live course locations, dates, faculty, and session schedules at its discretion as it deems necessary.



CANCELLATION & TUITION REFUND POLICY

There will be no refunds or exchanges for courses in which the CME test has been completed and a certificate issued. There will be no refunds for any promotional items, such as gift cards, included with your purchase. The value of that promotional item will be deducted from your registration cost. All cancellations **MUST** be made by calling *API* at 877-225-8384.

Online Course Cancellations

API's policy differs based on time of cancellation:

- If you cancel your online course registration within 7 days from purchase date, you will receive a full refund of the online course paid tuition minus a \$100 cancellation fee.
- If you cancel your online course registration after 7 days but within 30 days from purchase date, you can exchange your course for another *API* course or product of equal value.
- No refunds will be given, or exchanges allowed for online course cancellations after 30 days from purchase date.
- Any material, including optional printed syllabus, must be returned unmarked in order to process any refunds or exchanges. Materials should be returned by mail, to American Physician Institute at 900 Oakmont Lane, Suite 450, Westmont, IL 60559.

Live Course Cancellations

API's policy differs based on time of cancellation:

- If you cancel your live course registration up to 7 days before the live course start date, you will receive a full refund of the live course upgrade fee minus a \$100 cancellation fee. Your online course access will continue through the end of your subscription period.
- If you cancel your live course registration less than 7 days before the live course start date or you fail to attend the live course, your live course upgrade fee will not be refunded.

DOUBLE YOUR MONEY BACK GUARANTEE TERMS & CONDITIONS

If you purchase a course with a “Double Your Money Back Guarantee” and fail the Emergency Medicine board exam for which this course is designed, *API* will issue a refund of double your paid tuition*, and extend your online course access until you pass – tuition-free. Please note that the Double Your Money Back Guarantee has stated limitations as described in the “Limited Guarantee” section.

**Tuition is defined as the amount you paid for your base course, and does not include optional course add-ons, such as purchase of online access extensions, and/or the live course attendance option (where available). If any promotional items, such as gift cards, are included with your purchase, the value of that promotional item will be deducted from your tuition.*



Products/Special Purchases Not Eligible for Double Your Money Back Guarantee

- Discounted or free courses added to another course as part of a promotional offer
- Online course access extensions
- Non-board review conferences and products
- Training Program Edition of *API* board review courses
- Special Group Purchases that specifically exclude the Triple Trust or Double Your Money Back Guarantee

Activating Your Double Your Money Back Guarantee

To activate your guarantee, **within 45 days** of your exam notification, you must:

1. Complete the online form provided under the “GUARANTEE” tab in your course dashboard.
2. Attach a copy of your exam notification and performance report.
3. Receive a confirmation email of receipt from *API*.

If you need assistance with this process, please contact Customer Care at 877-225-8384.

For each subsequent exam failure, you must notify *API* and submit your exam failure notification and performance report as stated above to receive an extension of your online course access at no additional cost.

Failure to adhere to these guarantee terms and conditions will result in your guarantee being null and void.

REFUND AND GUARANTEE PAYMENTS

Refund payments are made to the party that has tendered the original course payment (such as the applicable check payer, credit card holder and the like). Guarantee payments are made via check payable to the customer. *API* disclaims liability to any party for payments and credits made in accordance with this policy.

LIMITED GUARANTEE

The Double Your Money Back Guarantee takes effect only if you sit for and fail the ABEM administered Emergency Medicine board exam for which the course you purchased was specifically designed and you notify *API* and provide a copy of your exam results and score report within forty-five (45) days of receipt of your notification of failure from the ABEM.

The Double Your Money Back Guarantee does not apply to American Osteopathic Association Certifying Boards and/or non-US board exams.



In the event the exam for which the course is designed is no longer offered by the certifying board, the Double Your Money Back Guarantee will expire.

The applicable limited guarantees and warranties set forth above (including without limitation the specific terms, conditions and restrictions stated in the applicable guarantee/warranty above) are the only guarantees and warranties made by *API* to you in connection with the *API* product in which you are registering and/or participating under this Terms & Conditions Agreement and are made in lieu and instead of any other guarantees or warranties whatsoever, express or implied, in any other *API* materials or otherwise expressed or implied by law.

Except as expressly guaranteed under the applicable guarantee/warranty contained in this Terms & Conditions Agreement, *API* disclaims all other express or implied guarantees or warranties whatsoever as to any of its services, materials or products howsoever provided or sold by *API*, including without limitation, warranties of merchant ability or fitness for any particular purpose.

API hereby disclaims, and you acknowledge and agree that *API* shall not in any event be liable whatsoever for any and all indirect, compensatory, consequential, special, incidental, punitive or exemplary damages arising for any reason or on any basis.

You acknowledge and agree that your only claims as to any guarantee and/or warranty made by or attributable to *API* are and shall be limited solely to the applicable guarantee and warranty contained in this Terms & Conditions Agreement, on the express terms and conditions set forth in this Terms & Conditions Agreement.

GIFT CARDS/REWARDS EARNED THROUGH AMBASSADOR PROGRAM OR OTHER PROMOTIONS

API recommends consulting with your tax advisor on the taxability of any gift card or reward earned through an *API* program or promo. To submit a W9 to *API*, please click [here](#) for instructions.

COMMUNITY GUIDELINES

API supports an impassioned exchange of ideas and opinions in our online community. We encourage you to be respectful when posting or commenting. Any violations to the guidelines could result in termination of access to our Community study groups. For a complete list of these guidelines, read the Community Do's and Don'ts, found on your *API* account portal.

LICENSE AGREEMENT/COPYRIGHT

When you purchase an *API* product, you are licensing it for individual use only. Materials may not be resold, distributed or shared in any way, nor used for group viewing, for example as part of Residency or



Fellowship program didactic sessions. Personal recording of audio or video is prohibited. Reproduction (electronic or otherwise) of any and all materials without the express written consent of *API* is strictly prohibited. In order to protect its intellectual property, *API* regularly polices online sellers (e.g., eBay, Amazon Marketplace) for unauthorized sales of its courses and related materials. *API* invests significantly in developing its content and diligently defends its trademarks and copyrights. Violation of this agreement can result in, but not limited to, termination of access to all course materials, even prior to the end of your subscription period.

MISCELLANEOUS

Limitation of Liability

API's liability shall not exceed the tuition paid for the course for which you are registered and that under no circumstances shall *API* be liable for any special, indirect, incidental, punitive or exemplary damages.

Complete Agreement

These Terms & Conditions supersede any and all prior agreements and understandings, whether written or oral, between *API* and the registrant.

Governing Law

These Terms & Conditions are governed by and construed under the laws of the State of Illinois. Jurisdiction and venue over the parties as to matters arising hereunder is vested in the state courts sitting in DuPage County, Illinois or federal courts with jurisdiction in DuPage County, Illinois.

American Physician Institute for Advanced Professional Studies

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PLEASE KEEP A COPY OF THESE TERMS & CONDITIONS FOR YOUR FILES