



Terms & Conditions – Board Review Courses

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/Beat The Boards) 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
- During your purchased course subscription period, online access** to this course’s materials, including recorded lectures, multiple-choice question Q Bank, course e-syllabus, and CME tests/surveys
- API app for Android and iOS, allowing online and offline access to your course lectures and Q Bank
- If any updates occur during your course subscription period, you will receive these updates for no additional cost
- Option to extend your course subscription period at a reduced tuition rate
- If a live course is available during your course subscription period, you have the option to register and attend it 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 subscription you purchased may also include additional board-approved CC or MOC points or self-assessment credits)

NOTES:

**To ensure enhanced security, your API account portal and purchased course subscription may be accessed from one device at a time. Simultaneous logins on multiple devices are restricted.*

***Minimum Browser Requirements: In order to ensure secure access to your API account portal and its associated functions, 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 1 Mid America Plaza, Floor 3, Oakbrook Terrace, IL 60181.

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 course 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.

GUARANTEE TERMS & CONDITIONS

Triple Trust Guarantee

If you purchase a course with a “Triple Trust Guarantee” and fail the board exam for which this course is designed, you will receive:

1. 100% Money Back (refund of your paid tuition*)
2. Plus Additional 10%
3. Plus Free Course Subscription Renewal



**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 Triple Trust Guarantee

- Non-board review conferences and products
- Training Program Edition of *API* board review courses
- Special Group Purchases that specifically exclude the Triple Trust Guarantee

All the Way to Pass Guarantee

If you purchase a course with an “All the Way to Pass Guarantee” and fail the board exam for which this course is designed, you will receive a free course subscription renewal.

Please note that the Triple Trust and the All the Way to Pass Guarantees have stated limitations as described in the “Limited Guarantee” section.

Prequalify for Your Guarantee

To prequalify for your guarantee, **prior to your exam**, you must:

1. Provide your intended exam date at the time of purchase.
2. Update intended exam date if it changes, through your course dashboard.
3. Complete and/or consume at least 75% of your course – 75% of all recorded lectures; 75% of all multiple-choice questions.

Activating Your Guarantee

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

1. Indicate your exam failure on the “My Progress” tab in your course dashboard and follow the directions to file a claim. (This can only be done after the exam date that you’ve reported to *API*.)
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 Triple Trust and All the Way to Pass Guarantees take effect only if you sit for and fail the 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 an ABMS-recognized board organization. For example, if you purchase the Geriatric Medicine course, but fail the Geriatric Psychiatry exam, the guarantee does not apply. Or if you purchase the Neurology Certification course but fail the Neurology with Special Qualifications in Child Neurology exam, the guarantee does not apply. A list of review courses and related exams is included on the last page of this document.

The Triple Trust and All the Way to Pass Guarantees only apply to exams administered by ABMS-recognized board organizations. The Triple Trust and All the Way to Pass Guarantees do 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 Triple Trust or All the Way to Pass Guarantees will expire.

If you register for multiple courses with a Triple Trust Guarantee at a combined discounted rate, you will receive a prorated guarantee payment based on the number of exams/modules you fail. For example, if you purchase two courses together at a combined discounted rate and fail one exam/module, *API* will refund 50% of your combined course registration payment plus 10% of that amount. In addition, you may participate in the course specifically designed for the exam/module you failed with your tuition waived each time you take and fail your board exam. If you fail both exams/modules, *API* will refund 100% of your total combined course registration payment plus 10%. In addition, you may participate in both courses with your tuition waived for each exam/module you fail, each time you take and fail that board exam.

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 access to 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 course 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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Oakbrook Terrace, IL 60181
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PLEASE KEEP A COPY OF THESE TERMS & CONDITIONS FOR YOUR FILES



Course Name	Exam Name and Administering ABMS Board
Addiction Medicine Certification Exam Board Review	ABPM Addiction Medicine Certification Board Exam
Addiction Medicine MOC Exam Board Review	ABPM Addiction Medicine MOC Board Exam
Addiction Psychiatry Certification Exam Board Review	ABPN Addiction Psychiatry Certification Board Exam
Addiction Psychiatry MOC Exam Board Review	ABPN Addiction Psychiatry MOC Board Exam
Anesthesiology BASIC Exam Board Review	ABA Anesthesiology Basic Board Exam
Anesthesiology ADVANCED Exam Board Review	ABA Anesthesiology Advanced Board Exam
Cardiovascular Disease Certification Exam Board Review	ABIM Cardiovascular Disease Certification Board Exam
Cardiovascular Disease MOC Exam Board Review	ABIM Cardiovascular Disease MOC Board Exam
Child & Adolescent Psychiatry Certification Exam Board Review	ABPN Child & Adolescent Psychiatry Certification Board Exam
Child & Adolescent Psychiatry MOC Exam Board Review	ABPN Child & Adolescent Psychiatry MOC Board Exam
Critical Care Medicine Certification Exam Board Review	ABIM Critical Care Medicine Certification Board Exam
Critical Care Medicine MOC Exam Board Review	ABIM Critical Care Medicine MOC Board Exam
Emergency Medicine Qualifying Exam Board Review	ABEM Emergency Medicine Qualifying Board Exam
Emergency Medicine ConCert Exam Board Review	ABEM Emergency Medicine ConCert Board Exam
Family Medicine Certification Exam Board Review	ABFM Family Medicine Certification Board Exam
Family Medicine MOC Exam Board Review	ABFM Family Medicine MOC Board Exam
Gastroenterology Certification Exam Board Review	ABIM Gastroenterology Certification Board Exam
Gastroenterology MOC Exam Board Review	ABIM Gastroenterology MOC Board Exam
General Surgery Qualifying Exam Board Review	ABS General Surgery Qualifying Board Exam
General Surgery Certifying Exam Board Review	ABS General Surgery Certifying Board Exam
General Surgery MOC Exam Board Review	ABS General Surgery MOC Board Exam
Geriatric Medicine Certification Exam Board Review	ABIM Geriatric Medicine Certification Board Exam*
Geriatric Medicine MOC Exam Board Review	ABIM Geriatric Medicine MOC Board Exam*
Geriatric Psychiatry Certification Exam Board Review	ABPN Geriatric Psychiatry Certification Board Exam
Geriatric Psychiatry MOC Exam Board Review	ABPN Geriatric Psychiatry MOC Board Exam
Infectious Disease Certification Exam Board Review	ABIM Infectious Disease Certification Board Exam
Infectious Disease MOC Exam Board Review	ABIM Infectious Disease MOC Board Exam
Internal Medicine Certification Exam Board Review	ABIM Internal Medicine Certification Board Exam
Internal Medicine MOC Exam Board Review	ABIM Internal Medicine MOC Board Exam
Medical Oncology Certification Exam Board Review	ABIM Medical Oncology Certification Board Exam
Medical Oncology MOC Exam Board Review	ABIM Medical Oncology MOC Board Exam
Nephrology Certification Exam Board Review	ABIM Nephrology Certification Board Exam
Nephrology MOC Exam Board Review	ABIM Nephrology MOC Board Exam
Neurology Certification Exam Board Review	ABPN Neurology Certification Board Exam
Neurology MOC Exam Board Review	ABPN Neurology MOC Board Exam
Pain Medicine Certification Exam Board Review	ABA Pain Medicine Certification Board Exam*
Pain Medicine Recertification Exam Board Review	ABA Pain Medicine Recertification Board Exam*
Pediatrics Certifying Exam Board Review	ABP Pediatrics Certifying Board Exam
Pediatrics MOC Exam Board Review	ABP Pediatrics MOC Board Exam
Pediatric Anesthesiology Certification Exam Board Review	ABA Pediatric Anesthesiology Certification Board Exam
Pediatric Critical Care Certification Exam Board Review	ABP Pediatric Critical Care Certification Board Exam
Pediatric Critical Care MOC Exam Board Review	ABP Pediatric Critical Care MOC Board Exam
Psychiatry Certification Exam Board Review	ABPN Psychiatry Certification Board Exam
Psychiatry MOC Exam Board Review	ABPN Psychiatry MOC Board Exam
Consultation-Liaison Psychiatry Certification Exam Medicine Board Review	ABPN Consultation-Liaison Psychiatry Certification Board Exam
Consultation-Liaison Psychiatry MOC Exam Medicine Board Review	ABPN Consultation-Liaison Psychiatry MOC Exam



Pulmonary Disease Certification Exam Board Review	ABIM Pulmonary Disease Certification Board Exam
Pulmonary Disease MOC Exam Board Review	ABIM Pulmonary Disease MOC Board Exam
Sleep Medicine Certification Exam Board Review	ABIM Sleep Medicine Certification Board Exam*

**Exam is co-sponsored by multiple ABMS boards*

API board review courses listed in the left column are specifically designed for and limited to the board exams listed to their right.