



Terms & Conditions

100% Money Back Guarantee – Live

Please read these terms and conditions carefully before registering for this American Physician Institute for Advanced Professional Studies LLC (“API”) conference. By registering and/or participating in this conference, you signify that you accept the provisions of these Terms & Conditions and that you are entering into a legally binding agreement with API.

The following sections are contained in these Terms and Conditions:

- LICENSE AGREEMENT/COPYRIGHT
- DEFERRED BILLING
- CONFERENCE SCHEDULING
- GUARANTEE TERMS & CONDITIONS
- LIMITED GUARANTEE
- REFUND PAYMENTS, GUARANTEE PAYMENTS AND CREDITS
- GIFT CARDS/REWARDS EARNED THROUGH AMBASSADOR PROGRAM OR OTHER PROMOTIONS
- COMMUNITY GUIDELINES
- MISCELLANEOUS

LICENSE AGREEMENT/COPYRIGHT

When you purchase access to an API product, you are licensing it **FOR INDIVIDUAL USE EXCLUSIVELY**. API invests significantly in developing its content and diligently defends its trademarks and copyrights.

Account access may not be, in any way:

- Resold, distributed, shared or transferred
- Used for group viewing
- Recorded, reproduced, or copied
- Purchase or acquired through 3rd party sellers
- Used as part of Residency or Fellowship program didactic sessions, except as expressly permitted in writing by API



Violation of this agreement will result in the termination of access to all course materials, even prior to the end of the course access period, without refund and nullifying all associated guarantees.

DEFERRED BILLING

When choosing deferred billing, you are authorizing *API* to charge your credit card on file at a later date specified during registration. You may change your payment method or cancel your registration by contacting Customer Care at 877-225-8384 on or before the specified date. Any orders canceled after that date could be subject to a cancellation fee.

CONFERENCE SCHEDULING

API makes every reasonable effort to adhere to its schedule of conferences. However, all *API* conferences are subject to rescheduling/change; *API* reserves the right to change conference locations, dates, faculty, and session schedules at its discretion as it deems necessary.

100% MONEY BACK GUARANTEE TERMS & CONDITIONS

If, after purchasing and participating in a live conference with a “100% Money Back” Guarantee, you find that the conference content has not met your expectations, 100% of your tuition payment will be refunded to you.

In activating the “100% Money Back” Guarantee, you waive your claim to any AMA/PRA Continuing Medical Education (CME™) credit that may have been earned by attending. *API* does not guarantee delivery of CME credit to any client that chooses to activate the “100% Money Back” Guarantee, regardless of time spent in attendance at the live version of said conferences.

Activating Your 100% Money Back Guarantee

If you wish to activate your guarantee, you must notify an *API* staff member of your dissatisfaction with the conference **by the conclusion of the final day of the live conference**. All materials included with the conference must be returned prior to guarantee activation, including, but not limited to, relevant conference binders and handouts. Individuals who choose to activate the Conference Guarantee waive their right to attend additional lectures at the conference and are not guaranteed continued access to any online resources provided, including recorded lectures.

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



LIMITED GUARANTEE

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.

CANCELLATION, TUITION REFUND AND CREDIT POLICY

All cancellations MUST be made by contacting *API* Customer Care at 877-225-8384 or support@americanphysician.com.

API's policy differs based on time of cancellation:

- If you cancel your live conference registration up to 7 days before the live conference start date, you will receive either a full refund or credit of the live conference registration fee minus a \$100 cancellation fee. You may choose to convert your live conference to the online version, and you will be refunded the difference in price without a cancellation fee.
- If you cancel your live conference registration less than 7 days before the live conference start date or you fail to attend the conference, NO refund or credit will be provided. Instead, your registration will be converted to the online version. There will be no refund or credit for any difference in registration fee between the live conference and online version.



REFUND PAYMENTS, GUARANTEE PAYMENTS AND CREDITS

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.

Refund payments are made to the party that has tendered the original conference 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.

Any available credits will be in the “My Account” section of your *API* account portal, as well as in the shopping cart for online purchases. **Note that any unclaimed credits will expire after 12 months.**

LIVE STREAM DISCLAIMER

API endeavors to provide a reliable live stream experience but cannot guarantee against internet or technical disruptions beyond its control. In such cases, registrants acknowledge that access to recorded conference lectures shall serve as an acceptable substitute for any missed live stream content.

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.

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.

MISCELLANEOUS

Limitation of Liability

API’s liability shall not exceed the tuition paid for the conference 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.

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