



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/The Pass Formula) 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.

The following sections are contained in these Terms and Conditions:

- LICENSE AGREEMENT/COPYRIGHT
- GUARANTEE TERMS & CONDITIONS
- LIMITED GUARANTEE
- CANCELLATION & TUITION REFUND POLICY
- REFUND AND GUARANTEE PAYMENTS
- 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.

Materials may not be, in any way:

- Resold, distributed or shared
- 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 subscription period, without refund and nullifying all associated guarantees.



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 the 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 the intended exam date, if it changes, through your course dashboard.
3. Complete and/or consume at least 75% of your course
 - Full courses: 75% of all recorded lectures; 75% of all multiple-choice questions
 - MCQ-Only courses: 75% of all multiple-choice questions
 - Lecture-Only courses: 75% of all recorded lectures

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, or any violation of the license agreement/copyright terms defined above, will result in your guarantee being null and void.

LIMITED GUARANTEE

- The Triple Trust and All the Way to Pass Guarantees take effect only if you:
 - Sit for and fail the exam for which the course you purchased was specifically designed.
 - 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.
 - A list of the review courses and their 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.

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 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 contacting *API* Customer Care at 877-225-8384 or support@americanphysician.com.

7-Day Risk-Free Purchase

API's policy differs based on the time of cancellation:

- If you cancel your registration within 7 days from the purchase date, you will receive a full refund of the paid tuition.
- No refunds or exchanges are allowed after 7 days from the purchase date.
- This Money Back Guarantee does not apply to live course upgrade cancellations.

Live Course Upgrade Cancellations

API's policy differs based on the 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 registration will be switched to online access and your live course upgrade fee will not be refunded.

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.



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.

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.

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



Product Name	Administering Board and Exam Name(s)
Addiction Medicine Exam Board Review	ABPM Addiction Medicine Certification Exam
Addiction Psychiatry Exam Board Review	ABPN Addiction Psychiatry Certification and Continuing Certification (CC) Exam
Anesthesiology BASIC Exam Board Review	ABA Anesthesiology Basic Exam
Anesthesiology ADVANCED Exam Board Review	ABA Anesthesiology Advanced Exam
Cardiovascular Disease Exam Board Review	ABIM Cardiovascular Disease Certification and MOC Exam
Child & Adolescent Psychiatry Exam Board Review	ABPN Child & Adolescent Psychiatry Certification and Continuing Certification (CC) Exam
Consultation-Liaison Psychiatry Exam Board Review	ABPN Consultation-Liaison Psychiatry Certification and Continuing (CC) Exam
Critical Care Medicine Exam Board Review	ABIM Critical Care Medicine Certification and MOC Exam
Emergency Medicine Exam Board Review	ABEM Emergency Medicine Qualifying Exam
Family Medicine Exam Board Review	ABFM Family Medicine Certification Exam
Gastroenterology Exam Board Review	ABIM Gastroenterology Certification and MOC Exam
General Surgery Qualifying Exam Board Review	ABS General Surgery Qualifying Exam
General Surgery Certifying Exam Board Review	ABS General Surgery Certifying Exam
Geriatric Medicine Exam Board Review	ABIM Geriatric Medicine Certification and MOC Exam
Geriatric Psychiatry Exam Board Review	ABPN Geriatric Psychiatry Certification and Continuing Certification (CC) Exam
Hospice & Palliative Medicine Exam Board Review	ABIM Hospice & Palliative Medicine Certification and MOC Exam*
Infectious Disease Exam Board Review	ABIM Infectious Disease Certification and MOC Exam
Internal Medicine Exam Board Review	ABIM Internal Medicine Certification and MOC Exam
Medical Oncology Exam Board Review	ABIM Medical Oncology Certification and MOC Exam
Nephrology Exam Board Review	ABIM Nephrology Certification and MOC Exam
Neurology Certification Exam Board Review	ABPN Neurology Certification Exam
Neurology Continuing Certification Board Review	ABPN Neurology Continuing Certification (CC) Exam
Pain Medicine Exam Board Review	ABIM Pain Medicine Certification Exam*
Pediatric Anesthesiology Exam Board Review	ABA Pediatric Anesthesiology Exam
Pediatric Critical Care Exam Board Review	ABP Pediatric Critical Care Certification and MOC Exam
Pediatrics Exam Board Review	ABP Pediatrics Certifying and MOC Exam
Psychiatry Certification Exam Board Review	ABPN Psychiatry Certification Exam
Psychiatry Continuing Certification Exam Board Review	ABPN Psychiatry Continuing Certification (CC) Exam
Pulmonary Disease Exam Board Review	ABIM Pulmonary Disease Certification and MOC Exam
Sleep Medicine Exam Board Review	ABIM Sleep Medicine Certification and MOC Exam*
USMLE® Step 2 CK Review	USMLE Step 2 CK Exam
USMLE Step 3 Review	USMLE Step 3 Exam
Psychiatric-Mental Health Nurse Practitioner Review	Psychiatric Mental Health Nurse Practitioner Exam (PMHNP-BC®)

**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 exams listed to their right.