

## Terms & Conditions

# 100% 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, 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
- Online access\* to multiple-choice question QBank and CME tests/surveys (if applicable)
- NEW API app for Android and iOS, allowing online and offline access to your QBank
- If any updates occur during your subscription period, you will receive these updates for no additional cost
- If applicable, AMA PRA Category 1 Credits™, contingent upon completion of post-activity CME tests.

*\*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.*

## 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.**

If you are not satisfied with your online course, contact API **within 7 days** from purchase date, to receive a full refund of the online paid tuition.

- No refunds will be given for online courses after 7 days from purchase date

## 100% MONEY BACK GUARANTEE TERMS & CONDITIONS

If you purchase a course with a “100% Money Back Guarantee” and fail the exam for which this course is designed, *API* will issue a 100% refund of your paid tuition\* and extend your online course access for the same amount of time as your purchased subscription period – tuition-free. Please note that the 100% 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.*

### Activating Your 100% 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 100% Money Back Guarantee takes effect only if you sit for and fail the 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.

In the event the exam for which the course is designed is no longer offered by the administering board, the 100% 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.

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