Terms and Conditions for Bulk Purchase of MCAT® Practice Materials

Last Updated: November 11, 2015

By purchasing the Association of American Medical Colleges’ (“AAMC”) print or on-line preparatory materials for the Medical College Admissions Test (MCAT®), you (“Buyer”) hereby agree to the following Terms and Conditions of purchase. The AAMC reserves the right to modify these Terms and Conditions at any time. It is the responsibility of Buyer to ensure continued compliance with these Terms and Conditions as modified.

1.0 Definitions
1.1 “AAMC Trademarks” include, but are not limited to, AAMC®, Association of American Medical Colleges®, E-MCAT®, MCAT®, MCAT2015®, and Medical College Admission Test®;

1.2 “Authorization Code” is the unique identifier that grants an individual access to a particular Practice Material product;

1.3 “Authorized Employee” means any current full-time or part-time employee of Buyer;

1.4 “Practice Material” includes the following products which are available for individual purchase: The Official Guide to the MCAT® (MCAT 2015) Exam, Fourth Edition, the AAMC’s Online Practice Items from The Official Guide to the MCAT® Exam, 4th Ed., Official MCAT® Sample Test, Official MCAT® Biology Question Pack (Volumes 1 and 2), Official MCAT® Physics Question Pack, Official MCAT® Chemistry Question Pack, Official MCAT® Critical Analysis and Reasoning Skills Question Pack (Volumes 1 and 2), AAMC MCAT® Practice Exam (Scored) 1, and AAMC MCAT® Section Bank; and

1.5 To the extent Buyer operates a test preparatory course, “Student” means a current registered student in good standing in Buyer’s test preparatory course.

2.0 Purchase
2.1 Buyer shall complete bulk order form and submit. The AAMC Publications Department will contact Buyer for payment and distribution of the Authorization Codes. The AAMC Publications Department may be contacted via telephone at 202-828-0416, fax at 202-481-7768, or email at publications@aamc.org.

2.2 Access to the purchased Practice Material will be for the amount of time listed in the MCAT Practice Material Terms and Conditions and through the technical means provided by AAMC. Currently, each Practice Material product is available for the start of twenty (20) new tests or one (1) year after product activation, whichever comes first.

3.0 Distribution of Authorization Codes
3.1 Authorization Codes will not be released to Buyer until payment has been received. Upon receipt of full payment from Buyer, AAMC will provide access to the selected Practice Materials through Authorization Codes for use by Students and Authorized Employees.

3.2 Each Authorization Code shall provide one person on-line access to one of the Practice Material products. Buyer shall distribute each Authorization Code to a Student or Authorized Employee. Buyer shall not distribute or provide access to an Authorization Code to any person...
who is not a Student or an Authorized Employee. Under no circumstances may more than one Student or Authorized Employee use one Authorization Code.

3.3 Authorization Codes must be used to activate the associated Practice Material product within six (6) months of issuance by AAMC. Inactivated Authorization Codes expire six (6) months after issuance by AAMC. AAMC will not provide Buyer refunds to any expired Authorization Codes nor will AAMC extend the activation period for any reason.

3.4 Authorization Codes, once issued to Buyer by the AAMC, are the sole responsibility of the Buyer. AAMC is unable to assist Students or Authorized Employees with Authorization Code activation issues. Buyer agrees to not direct their Students or Authorized Employees to contact AAMC with Authorization Code activation questions. For technical support questions regarding the Practice Material, please contact mcatsupport@testsys.com. For general support questions regarding the Practice Material, please contact mcatprep@aamc.org.

4.0 Unauthorized Use of the Practice Material

4.1 Buyer shall not resell or use the Practice Materials or access to the Practice Materials outside of Buyer’s test preparatory course.

4.2 The Student or Authorized Employee shall not share digital files of the Practice Materials or the Authorization Codes with any other person. If it is determined by AAMC or Buyer that a Student or Authorized Employee has copied and distributed digital or paper copies of the Practice Materials or the Authorization Codes, the Authorization Code designated for that Student or Authorized Employee shall be terminated, and the Student or Authorized Employee shall be prohibited from accessing the Practice Materials.

4.3 In the event Buyer learns that a Student or Authorized Employee has shared access to Practice Materials with another person and/or reproduced, distributed and/or displayed digital or paper copies of the Practice Materials, Buyer agrees to immediately report such infringing activity to AAMC.

5.0 Intellectual Property

5.1 AAMC owns all copyrights, trademarks and proprietary rights to any and all Practice Material, documents, content and information contained on, and any names, logos, or symbols used to identify, the Practice Material and its related websites. AAMC also owns all copyrights, trademarks, and other proprietary rights in any and all names, logos, or symbols used to identify AAMC, its programs and services in any format whatsoever, including, but not limited to, print and electronic versions (“AAMC Intellectual Property”).

5.2 Nothing in this Agreement will be deemed to grant Buyer any right, title or interest in or to AAMC Intellectual Property.

5.3 Buyer agrees not to use AAMC Trademarks, except in a context that qualifies as trademark “fair use.” Any fair use of AAMC Trademarks must be accompanied by the appropriate registration symbol, along with notice regarding ownership of the service marks and trademarks by AAMC.

5.4 Buyer shall not, at any time during or after the term of this Agreement, challenge or assist others to challenge AAMC Trademarks, or the registration thereof, or attempt to register any trademarks, marks, or trade names confusingly similar to AAMC Trademarks.
6.0 Termination
6.1 Violation of these Terms and Conditions may result in immediate termination of Buyer’s account, including termination of Authorization Codes that have or have not been activated, without refund.

7.0 Disclaimer and Limitation of Liability
7.1 AAMC PROVIDES THE PRACTICE MATERIAL “AS IS” WITHOUT WARRANTY OF ANY KIND AS TO COMPLETENESS OR ACCURACY, AND BUYER RELEASES AAMC FROM ANY AND ALL LIABILITY FOR INACCURATE OR INCOMPLETE INFORMATION. AAMC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE PRACTICE MATERIAL DISCLOSED, DELIVERED OR OTHERWISE PROVIDED TO BUYER UNDER THIS AGREEMENT.

7.2 The entire liability to Buyer for damages concerning performance or non-performance by AAMC of the Practice Material, or in any related to the subject matter in this Agreement, regardless of whether the claim for such damages is based in contract or tort, shall not exceed the amount paid by Buyer for the Practice Materials, pursuant to this Agreement, over the preceding twelve (12) month period. In no event will AAMC be liable for SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, including but not limited to loss of profits or revenues, in performance of this Agreement.

8.0 General Provisions
8.1 Force Majeure Neither Party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party and without its fault or negligence. Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other Party to perform its obligations as set forth in this Agreement.

8.2 Survival Any provision which contemplates performance subsequent to the termination or expiration of this Agreement, including but not limited to the warranty, disclaimer and limitation of liability, will survive the termination or expiration of this Agreement for any reason.

8.3 Severability Any term or provision of this Agreement which is found to be invalid or unenforceable by a court having jurisdiction will be deemed to be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remainder of the Agreement will remain in full force and effect.

8.4 Governing Law This Agreement shall be governed by the laws of the District of Columbia, United States of America, without regard to its conflicts of law rules.

8.5 Arbitration Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written request of either party, before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in the District of Columbia or at another location as mutually agreed. Selection of the arbitrator will be by mutual agreement of the parties or, failing agreement within twenty (20) days, by JAMS pursuant to its then-current rules. The amount and responsibility for payment of arbitration costs will be one of the issues decided by the arbitrator, whose decision will be in accordance with the terms and conditions of
this Agreement. No damages excluded by or in excess of the damage limitations set forth in this Agreement shall be awarded. During any such arbitration, the parties will continue diligent performance of this Agreement. The arbitrator will render a written decision stating reasons therefore in reasonable detail within ninety (90) days after the respondent receives the Commencement Letter. The provisions of this Section, and any award issued by an arbitrator, may be enforced by either party in any court of competent jurisdiction.

8.6 **Entire Agreement** This Agreement constitutes the entire agreement between the Parties, and supersedes any prior oral or written agreements concerning the Practice Materials and may only be amended by a written agreement signed by both Parties hereto. Changes and/or amendments to this Agreement must be signed by a contracting authority of each Party.