

MCAT® Website and Exam Registration System

By accessing the site located at <http://www.aamc.org/students/mcat> (the “Site”) and the MCAT Exam Registration System (the “System”), you are confirming that you accept and agree to the following Terms of Use. The Association of American Medical Colleges (the “AAMC”) has the right, at its sole discretion and from time to time, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Changes will be posted on the Site and will be effective immediately. The AAMC may change, restrict access to, suspend, or discontinue the Site and/or the System, or any part thereof, at any time without notice or liability to you or any other party.

Additional information about the MCAT exam policies and registration may be found in the MCAT Essentials document.

System Use and Site Access

You may use the Site and System solely for obtaining information on, and registering to take, the MCAT exam. You may not reproduce, duplicate, copy, sell, resell, rent, lease, loan, mirror, frame, sublicense, assign, transfer, disclose or otherwise exploit the content on this Site or the System for commercial use unless the AAMC provides you with prior written permission to do so.

The AAMC may refuse service, terminate access, and/or cancel transactions at the AAMC’s discretion without liability to you. You understand and agree that improper use of the Site and the System may delay the release of future MCAT exam administration dates. If you are suspected of violating the Terms of Use, the AAMC reserves the right, without limitation, to terminate your MCAT exam registration, suspend your ability to register for the MCAT exam for a period of one (1) year, send an investigation report to legitimately interested parties, and/or take legal action.

You agree that you will not use the Site or System to:

- transmit spam, bulk, or unsolicited communications;
- pretend to be the AAMC or someone else, or spoof the AAMC's or another party's identity;
- forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through the Site;
- misrepresent your identity or affiliation with another person or entity;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Site or the System;
- engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, stalking, or making threats of harm;

S&R Terms of Use

- collect or store personal data about other users unless specifically authorized by such users; or
- engage in data mining, data gathering, or automated accessing of the Site or the System.

You also agree that you will not:

- attempt to gain unauthorized access to the Site or the System, other accounts, computer systems or networks connected to any AAMC service through hacking, password mining, or any other means;
- obtain or attempt to obtain any materials or information through any means not intentionally made available at the Site;
- use any device, software, or other instrumentality to interfere or attempt to interfere with the proper working of the Site or the System;
- take any action that imposes an unreasonable or disproportionately large load on the AAMC's infrastructure;
- use any robot, spider, other automatic device, or manual process to monitor or copy the Site, or any of the AAMC's web pages or the content contained therein, without prior written consent from the AAMC; or
- undertake any action that may interfere with or diminish the intellectual property rights of the AAMC. Prohibited actions include, but are not limited to, (i) reverse engineering, decompiling and disassembling any software available on the Site or any component thereof, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation, and (ii) removing, modifying or obscuring any copyright, trademark, or other proprietary rights notices that appear on the Site or that appear during use of the System.

Examinee Remedies – Errors in Registration

The administrators of the MCAT exam, AAMC, and Prometric™, make every effort to ensure that MCAT exam registration and scheduling information is properly processed. In the event that an error occurs in the registration process or a testing center is closed, AAMC and/or Prometric will make reasonable efforts to correct the error. If the error cannot be corrected, you may reschedule your appointment at no additional fee or request a refund.

Copyrights

The following are the property of the AAMC, or the property of the AAMC's content suppliers, and are protected by United States and international copyright laws:

- Site content, including but not limited to, text, graphics, logos, button icons, images, audio/video clips, digital downloads, data compilations, software used to operate the Site and System, and all compilations of any of the above; and

- MCAT exams, test questions, preparatory materials, and any other material related to the MCAT exam available for download or viewing.

You may use this Site, its content, and the System, only as provided in these Terms of Use, and not for any other use (direct or indirect).

Prohibited uses include but are not limited to copying, displaying, distributing, modifying, reproducing, republishing, decompiling, creating derivative works from, selling, transferring, or transmitting any content from this Site or any software accessible from this Site, including but not limited to software that may be part of the System, in any manner without written permission from the AAMC. Should you become aware of any infringement of the AAMC's rights in the Site or the System, you shall provide the AAMC with immediate notice of all facts and circumstances of which you are aware with respect to the infringement.

Trademarks

You acknowledge that AAMC, ASSOCIATION OF AMERICAN MEDICAL COLLEGES, MCAT and other marks appearing on the Site and during use of the System are the sole property of the AAMC and may be registered in the U. S. Patent and Trademark Office and other trademark offices around the world. Any use of these trademarks by you requires the prior express written consent of the AAMC.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE AAMC, ITS LICENSORS, AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPT, OR OTHERWISE) RESULTING FROM THESE TERMS OF USE, ACCESS TO OR ANY USE OF, OR INABILITY TO USE OR ACCESS, OR RELIANCE ON, OR FUNCTIONING OF, THE SITE OR THE SYSTEM, OR RESULTING FROM ANY ERRORS OR OMISSIONS IN THE CONTENT OR PERFORMANCE OF THE SITE OR THE SYSTEM, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED, EVEN IF THE AAMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL THE AAMC'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, EXCEED THE CHARGES ACTUALLY PAID BY YOU FOR ACCESS TO THE SYSTEM AND THE SITE, IF ANY, DURING THE YEAR IN WHICH SUCH LIABILITY AROSE.

Warranties

THE AAMC MAKES NO WARRANTY THAT THE SITE OR THE SYSTEM WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES THE AAMC MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR THE SYSTEM.

THE AAMC PROVIDES THE SITE AND THE SYSTEM "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED OR DISCLAIMED. THE

DISCLAIMED WARRANTIES, TO THE EXTENT ALLOWED BY LAW, INCLUDE BUT ARE NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS EXPRESSLY WARRANTED ABOVE, THE AAMC SHALL BE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, INTERNET ACCESS PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR ANY COMBINATION THEREOF INCLUDING ANY INJURY OR DAMAGE TO YOUR OR ANY OTHER PERSON'S COMPUTER AS A RESULT OF USING THE SITE OR THE SYSTEM. AAMC DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM AAMC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE AAMC MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION PROVIDED ON THE SITE OR ON ANY THIRD-PARTY WEBSITES THAT MAY BE ACCESSED BY A LINK FROM THE SITE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION POSTED ON THE SITE.

Termination

The AAMC may terminate your right to use the Site or the System in the event that you breach any of these Terms of Use. In addition to any damages to which it may be entitled, the AAMC shall be entitled to reimbursement of all costs relating to the breach of the Terms of Use, including reasonable attorneys' and witness' fees. Your breach of these Terms of Use may also cause irreparable harm to the AAMC. You agree that damages may be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, the AAMC will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if the AAMC seeks such an injunction.

Governing Law

The AAMC creates and controls the Site and the System in the District of Columbia. Accordingly, these Terms of Use are governed by the laws of the United States and the District of Columbia, without giving effect to choice of law principles and shall not be governed by the United Nations Convention for International Sales of Goods, the application of which is expressly excluded. There is one, exclusive remedy available to examinees who wish to appeal or otherwise challenge a decision by the AAMC to send an investigation report to legitimately interested parties. That remedy is: binding arbitration through written submissions before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in the District of Columbia. The sole issue for arbitration shall be whether the AAMC acted reasonably and in good faith in making its decision. All other controversies or claims arising out of or relating to these Terms of Use or relating to the use of the Site or the System shall be resolved in a court in the District of Columbia. You agree that, regardless of any statute or law to the contrary, any

claim or cause of action you may have against the AAMC arising out of or related to these Terms of Use must be filed within one (1) year after such claim or cause of action arises or this claim or cause of action will be forever barred.

General

The waiver by the AAMC of a breach or right under these Terms of Use will not constitute a waiver of any subsequent breach or right. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which will otherwise remain in full force and effect. The AAMC will not be responsible for any delay or failure to provide the Site, the System, or any associated services, in whole or in part, due to the following factors as they affect the AAMC, its licensors, agents or representatives or the Site or the System: federal, state or municipal action or regulation; strikes or other labor troubles; fire; damage; delay in transportation; shortages of raw materials, labor, fuel or supplies; sabotage; insurrection, riot or other acts of civil disobedience or public enemy; and failures or interruptions in Internet service or other communication failures. You may not assign your rights under these Terms of Use, in whole or in part, without the prior written consent of the AAMC. In the event that the AAMC finds it necessary to employ legal counsel or to bring an action at law or other proceeding against you to enforce any of the provisions of these Terms of Use, you agree to pay the AAMC, in addition to any damages for which you may be responsible, all reasonable attorneys' and witness' fees and expenses incurred by the AAMC, if the AAMC prevails in such action or proceeding. The obligations with respect to Copyrights, System Use and Site Access, Termination, Governing Law, and these General provisions survive termination of your right of access to and use of the Site and the System.

Reservation of Rights

Any rights not expressly granted to you herein are reserved to the AAMC.

Entire Agreement

You acknowledge and agree that these Terms of Use are the complete and exclusive agreement between the AAMC and you relating to the Site and the System, superseding all other agreements, proposals and communications (oral or written) related to the Site and the System.

Contact

Association of American Medical Colleges
655 K Street NW
Suite 10000
Washington, DC 20001-2399
Phone: 202-828-0600
Fax: 202-828-4799
Email: mcat@aamc.org