

TERMS AND CONDITIONS

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The COMPANY's Privacy Policy are incorporated into this Agreement.

I. GENERAL TERMS & CONDITIONS

II. Special Notes with regard to Product and Service Purchases

III. Product and Service Purchase Agreement / Refund Policy

I. GENERAL TERMS & CONDITIONS

a) Scope of Terms and Conditions

These Terms and Conditions apply to your use of all of the website: <http://www.usmlemastersystem.net> as well as any of its sub-domains and related domains (collectively the "Site"), as well as to products and services purchased or utilized from the Site. Unless stated otherwise, all references to the Site in these Terms and Conditions include this Site. These Terms and Conditions do not apply to your use of unaffiliated sites to which the Site only links.

b) Restrictions on Use

The contents of this site are protected by copyright and trademark laws, and are the property of their owners. Unless we say otherwise, you may access the materials located within the Site only for your personal use. This means you may download one copy of posted materials on a single computer for personal, noncommercial home use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice. When you download copyrighted material you do not obtain any ownership rights in that material.

You may not modify, copy, publish, display, transmit, adapt or in any way exploit the content of the Site. Only if you obtain prior written consent from us and from all other entities with an interest in the relevant intellectual property may you publish, display or commercially exploit any material from the Site.

You must abide by all additional copyright notices or other restrictions contained in any of the Site.

You agree not to do any of the following while using the Site:

1. harass, stalk or otherwise abuse another user;

2. transmit or otherwise make available any content that is false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparaging of the Site), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion);
3. transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
4. upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or post material that interferes with any third party's uninterrupted use and enjoyment of the Site.
5. impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to us, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
6. transmit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes; or
7. violate any applicable local, state, federal or international law, rule or regulation.

c) Links

These Terms and Conditions apply only to this Site, and not to the sites of any other companies or organizations, including those to which this Site may link. We are not responsible for the availability of any other site to which this Site links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site. You should direct any concerns to that site administrator or webmaster.

Other sites may link to this Site only through a plain-text link or provided graphics link. Permission must be granted by us for any other type of link to the Site. To seek our permission, you may send E –Mail us at: support@usmlemastersystem.net. We reserve the right, however, to rescind any permission granted by us to link through a plain-text link or any other type of link, and to require termination of any such link this Site, at our discretion at any time.

We do not endorse, warrant or guarantee any products or services offered on any third party site. We are not a party to, and do not monitor, any transaction between users and third party providers of products or services.

d) No Personal Advice

The information contained in or made available through this Site (including but not limited to information contained on message boards, in text files, in products, from services, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, psychological, financial, medical, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. Further, you should regularly consult a lawyer in all matters relating to interacting with other people to assure yourself you are behaving in compliance with law, including but not limited to laws related to harassment, assault or other similar laws. We and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Site (including but not limited to any product or service purchased, utilized or otherwise obtained from this Site). Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

e) Parental Permission; Minimum Age Requirement

This Site is not directed to persons under the age of 13. The sale of any of the Site's products or services is not directed to persons under the age of 18. We will not knowingly collect personally identifiable information from persons under 13. **WE STRONGLY RECOMMEND THAT PARENTS PARTICIPATE IN THEIR CHILDREN EXPLORATION OF THE INTERNET AND ANY ONLINE SERVICES AND USE THEIR BROWSERS PARENTAL CONTROLS TO LIMIT THE AREAS OF THE INTERNET TO WHICH THEIR CHILDREN HAVE ACCESS.**

We hereby require all users of the Site to be over 13 and all purchasers of COMPANY's products and services to be over 18. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions. If you are under 13, you agree to immediately stop accessing the Site. If you are accessing the Site, you represent that you are at least 13 years of age. If you are purchasing any of the products or services of COMPANY, you represent that you are at least 18 years of age.

f) FEES

We reserve the right to charge fees, surcharges and/or fees for all or any of its services currently provided for free at any time upon thirty (30) days' prior written notice to you.

g) COPYRIGHT

All content included on this Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of COMPANY or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of the COMPANY and protected by U.S. and international copyright laws.

h) TRADEMARKS

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and service names are trademarks, registered trademarks or trade dress of COMPANY or its affiliates in the U.S. and/or other countries. COMPANY's trademarks and trade dress may not be used in connection with any product or service that is not COMPANY's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the COMPANY. All other trademarks not owned by the COMPANY or its affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the COMPANY or its affiliates.

i) CONTACTING US

The address and phone number for the COMPANY is:

USMLE MasterSystem.net

P O Box 333, Greenwood, MS 38935.

You can reach our customer support by calling us at 662-374-6414, or by emailing us at Support@usmlemastersystem.net.

For cancellation, refund requests & Privacy matters you can reach us by calling 662-374-6414 or by emailing us at Support@usmlemastersystem.net.

II. Special Notes with regard to Product and Service Purchases

a) Product listings

COMPANY strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on our website. Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our website is labeled with an incorrect price due to some typographical, informational, technical or other error, COMPANY shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other websites from COMPANY are provided as resources to customers looking for additional information and/or professional opinion. COMPANY does not assume responsibility for the claims and/or representations made on these or any other websites.

b) Product Revisions

COMPANY is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, COMPANY puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our website to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. In some cases, COMPANY relies on the manufacturer of a product to communicate these differences. Presently we have no way of alerting customers prior to purchase in the

event the manufacturer fails to do so. Consequently, COMPANY will not be held responsible for product revision changes.

III. Product and Service Purchase Agreement By accepting delivery of any product or service delivered from COMPANY, viewing such products, or otherwise using such products or services, you ("Customer") agree to be bound by the terms and conditions listed below. You and COMPANY agree that the following terms and conditions are the exclusive terms governing the sales transaction between you and the COMPANY. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods or services from COMPANY.

a) Product Issues

If you have problems or concerns regarding the Company or your purchases, you may contact us by emailing :Support@usmlemastersystem.net

b) Refund/Return Policy

No Refund/Return options are available for any services purchased. For the 90-Day Review Subscription Program Only: In the event you fail the Actual Test, an additional 30-day subscription will be granted. You may request this access by emailing us at Support@usmlemastersystem.net

c) WARRANTIES; ALL PRODUCTS AND SERVICES ARE SOLD "AS-IS" OR "WITH ALL FAULTS".

COMPANY MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT OR SERVICE EXCEPT THOSE STATED IN THIS DOCUMENT. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT OR SERVICE, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

ALL PRODUCTS OR SERVICES SOLD THROUGH OR BY COMPANY ARE SOLD "AS-IS" OR "WITH ALL FAULTS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE PRODUCTS OR SERVICES IS WITH THE BUYER. SHOULD ANY OF THESE PRODUCTS OR SERVICES PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT COMPANY, ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

LIMITATION OF LIABILITY: IN ALL CIRCUMSTANCES COMPANY'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE

PRODUCTS OR SERVICES SOLD. COMPANY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS OR SERVICES IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. COMPANY SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

d) CUSTOMER AGREED TO RESTRICTIONS, OBLIGATIONS AND LIMITATIONS; CONFIDENTIALITY AND LIMITED USE:

Customer acknowledges that the products and services sold by COMPANY are the confidential and proprietary information and property of COMPANY. Customer hereby agrees to protect such products and services as confidential. As a further condition to the purchase and/or receipt of such products and/or services of the COMPANY by Customer, Customer agrees it will not, nor allow others, to directly or indirectly copy, distribute, resell, lend, lease, display, teach to others or show these products and/or services to others. A "Customer" includes anyone who receives the products or services of COMPANY, even if for free. **Customer agrees that no one may use these products and/or services in any manner without the written approval of COMPANY, except for the Customer who has agreed that his/her use is limited to his/her own personal use.** In the event Customer disagrees with these terms, Customer must immediately discontinue using the products purchased from COMPANY. Anyone viewing or otherwise utilizing the products of COMPANY by such conduct is agreeing to be bound by the terms of set forth herein, and as such must immediately comply with the terms of this agreement. In the event that COMPANY discloses any portion of its information to the public, it should be understood that anything not publicly disclosed by COMPANY remains information that you have an obligation to protect and maintain as confidential. Customer represents and warrants that he or she is at least 18 years old. In the event that Customer is under 18 years old, Customer will immediately discontinue using the products purchased from COMPANY.

e) GENERAL TERMS AND CONDITIONS

1. Payment Terms; Orders:

An order is not binding upon COMPANY until it is accepted; COMPANY must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment or provision of services. Customer can make payment by credit card, or some other method prearranged with COMPANY. You agree to pay the amount(s) due as specified on the check out page.

2. Governing Law and Jurisdiction:

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between COMPANY and yourself shall be governed by the laws of the State of California, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International

Sale of Goods. You agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against COMPANY that is more than one year after the date of the applicable invoice.

3. Severability: If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

4. Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.