

## Terms and Conditions

These AP® Services Terms and Conditions ("AP Services T&C") govern access to and use of My AP, which provides access to AP Classroom, Pre-AP® Classroom, and AP Registration and Ordering System (collectively, "AP Services").

"End Users" means Educators and Students. "Educators" include AP coordinators, Pre-AP coordinators, AP teachers, Pre-AP teachers, and all other school and education agency officials. Educators access AP Services as authorized users of their respective educational institutions, which are the account owners ("Schools"). "Students" access AP Services as authorized users of their respective Schools.

The AP Services T&C is binding on Schools and each of its End Users, any of whom may be referred to as "you."

### School

School shall be bound by these AP Services T&C upon their acceptance by the AP coordinator or the principal/head of School or such person's designee, whoever accepts first.

In ordering and administering AP exams, School is bound by the additional terms found within the [AP Coordinator's Manual Part 1 \(opens in new window\)](#) and the [AP Coordinator's Manual Part 2 \(opens in new window\)](#).

The AP Participation Form, to be signed by School annually in order to manage and submit exam orders, details some of the most critical of these additional terms.

School shall be responsible for setting and managing Educator access to AP Services and for Educator use of AP Services, including exam ordering, making changes to exam orders, generating and sharing join codes, creating classes on AP and Pre-AP Classroom, assigning Student work, and accessing personally identifiable information ("PII") of Educators and Students that is entered into and/or accessible to authorized users on AP Services ("Data").

School shall take all reasonable steps to ensure that Educators and Students comply with these AP Services T&C.

If School uses a College Board endorsed provider for instructional support, College Board may share aggregated school-level data with said endorsed provider. Endorsed provider lists can be found on the corresponding course pages in AP Central.

If a School district ("District") requests access to Data of Schools and Students within its district, College Board® will not provide such access unless District provides a representation to College Board that it has authorization or consent from the Schools within its District to access Data. Upon receipt of such representation, College Board may provide authorized users of District with access to Data.

## **End Users**

End Users must keep their access credentials (such as username and password) for AP Services confidential and may not share this information with anyone else. College Board will not be responsible for any loss or damage arising from unauthorized use of your account. You agree to promptly notify College Board in the event of any unauthorized use or compromise of your account. College Board may, in its sole discretion, suspend or cancel a School or End User account at any time, with or without notice or cause.

College Board provides a license to each End User to access and use AP Services subject to these AP Services T&C. End User licenses are dependent on the End User being an authorized user of a School.

## **Educators**

Educators access AP Services as authorized users of their respective Schools.

AP coordinators, Pre-AP coordinators, and their delegates may:

- order exams for eligible Students, designate eligible Students for exam fee reduction status, and view and edit Students' exam registration status and AP class rosters and Pre-AP class rosters;
- generate join codes for Students to access classes on AP Classroom and Pre-AP Classroom;
- view reporting data related to classes on AP Classroom and Pre-AP Classroom; and
- access professional development resources for AP coordinators and Pre-AP coordinators.

AP teachers and Pre-AP teachers may:

- view and edit Students' exam registration status and AP class rosters or Pre-AP class rosters;
- generate join codes for Students to access classes on AP Classroom and Pre-AP Classroom;
- assign Students in their class personal progress checks and other activities on AP Classroom and Pre-AP Classroom;
- view reporting data related to classes on AP Classroom and Pre-AP Classroom;
- create, share and use Educator Content (defined below) with AP Classroom and Pre-AP Classroom; and
- access professional development resources for AP teachers and Pre-AP teachers.

Educators may not provide anyone who has not been so authorized by their School access to AP Services.

Educators shall ensure that join codes are used for the purpose of enrolling eligible Students in class sections and/or exam only sections. Students may only be given join codes for AP or Pre-AP classes in which they are enrolled, or to avail themselves of an exam-only registration. Students may not share their join code(s) with anyone else.

## Students

### AP Exams

**Students access AP Services as authorized users of their respective Schools. However, when Students take AP Exams, they do so in their *personal capacities*, and the scores they earn are their own.** Accordingly, in order to take AP Exams, Students are required to enter into a separate agreement by accepting the AP Exam Terms & Conditions prior to taking their first AP Exam.

School is responsible for ordering AP Exams. **A Student's use of AP Services does not automatically register that Student for any AP Exam.** A Student is registered for an AP Exam only if an AP coordinator, on behalf of School, has placed an exam order for the Student and the exam order is not cancelled.

Students may submit their AP Exam fees directly to Schools or other third parties, but College Board does not collect AP Exam fees directly from Students. Following the

completion of AP Exam administrations, College Board invoices Schools, Districts, states, or other third parties for AP Exam fees.

### Non-AP Services

**Similarly, when Students access College Board services that are not AP Services, Students again do so in their *personal capacities*, not as Students of School.** Non-AP Services may include, but are not limited to, SAT® registration, college score sends, linking a College Board account to Khan Academy®, or using BigFuture™.

### **AP Exam Registration and Ordering**

In order to manage and submit exam orders, School must agree to the AP Participation Form, which is accepted on behalf of the School by the AP coordinator, the principal/head of School, or such person's designee.

Exam ordering information, including deadlines and fee information, can be found in the *AP Coordinator's Manual* [Part 1 \(opens in new window\)](#) and [Part 2 \(opens in new window\)](#).

Exam orders and changes must be submitted by the applicable deadlines and School agrees to pay exam fees as invoiced by College Board.

### **Prohibited Uses**

You agree to use the AP Services only for their intended use and in compliance with all applicable laws. You agree that you will not: (a) impair or attempt to impair the performance, availability, or accessibility of the AP Services, (b) harm, reverse engineer, or gain unauthorized access to user accounts or the technology and equipment supporting the AP Services, (c) act unlawfully, illegally, fraudulently, or harmfully with respect to the AP Services, or (d) enter incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with School.

### **Privacy**

These privacy policies supplement the privacy policies found at the [College Board Privacy Center \(opens in new window\)](#) ("Privacy Policies"). Where there is a conflict between these AP Services T&C and the Privacy Policies, these AP Services T&C shall control.

Student PII collected on AP Classroom and Pre-AP Classroom is subject to the Family Educational Rights and Privacy Act ("FERPA"). College Board will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA with respect to such PII. To the extent that any other data collected through the use of AP Services includes educational records subject to FERPA, College Board will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

AP Classroom and Pre-AP Classroom are hosted on a platform owned by Prometric. Prometric and trusted vendors that help deliver AP Classroom and Pre-AP Classroom are prohibited from using data for any purpose other than delivering services to College Board.

College Board may use Data for its internal research purposes. College Board may also disclose aggregated and/or de-identified Data with trusted third parties.

## **Intellectual Property**

AP Services, and all content available through AP Services, including but not limited to questions, answers, video and audio recordings, text, images, animations, and all other content and materials (collectively, "Content"), are protected under the Copyright Law of the United States and are the sole property of College Board.

Content may not be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, circulated or otherwise used in any way without express written permission of College Board. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board copyrights and other proprietary rights.

College Board, AP, Pre-AP, SAT, Advanced Placement, AP Classroom, Pre-AP Classroom, Big Future, and the acorn logo are trademarks of College Board. Khan Academy is a registered trademark in the United States and other jurisdictions. You acquire no rights under these AP Services T&C to use any College Board trademarks.

## **Educator Content**

Educators may be able to create and share content (“Educator Content”) in AP Classroom and Pre-AP Classroom, including authoring questions, answers, and explanations, (“Teacher-Authored Questions”). Educators may also be able to create quizzes and share those quizzes with other Educators (“Educator Quizzes”), who may provide access to other Educators and End Users, including Students. Educators with whom Educator Quizzes have been shared may be able to change, modify, edit and/or revise (collectively, “Modify”) Teacher-Authored Questions that have been shared with them, and such Modifications do not require the consent of College Board or any Educator. Teacher-Authored Questions are flagged to other Educators in AP Classroom, and flags may be visible to other End Users, including Students. Educators may only use their own, original content to create Teacher-Authored Questions, and Educators may only use their own, original content to make Modifications to Teacher-Authored Questions. Educators may not Modify questions or any other content authored by College Board. Educators are solely responsible for their Educator Content, including Modifications they make, which are also Educator Content. Educators indemnify and hold harmless College Board from all claims, judgements, awards and expenses (including reasonable attorneys’ fees) that arise from the creation, Modification or use of their Educator Content. College Board does not review or endorse any Educator Content, and College Board makes no representations, guarantees or warranties of any kind about Educator Content (including that the Educator Content is aligned to the Course and Exam Description, non-infringing, non-defamatory, lawful, or correct). Educators create, share and use Educator Content at their own risk. Educators grant College Board an unlimited, worldwide, royalty-free, perpetual, sublicensable, assignable license to their Educator Content.

## **Arbitration**

All disputes between School and College Board shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association (“AAA”) under the AAA Commercial Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. In-person proceedings shall be conducted in New York City; however, the arbitrator may conduct proceedings via video or telephonic-call.

All disputes between any End User and College Board, including whether the dispute is arbitrable, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the AAA under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can

be located at [adr.org](https://adr.org) (opens in new window). The proceedings should be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the parties agree that the proceedings will be conducted through documentary submissions and/or via a video or telephonic call or, in the event that face-to-face proceedings are agreed to by the parties or required by the arbitrator, at a location that is reasonably convenient to both parties in accordance with the AAA Consumer Arbitration Rules.

The Federal Arbitration Act ("FAA") 9 U.S.C. § 1 et seq. governs this arbitration provision, and the FAA shall preempt all State laws to the fullest extent permitted by law.

No arbitration may be maintained as a class or collective action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.

By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.

Each party will be responsible for its own fees and expenses and any legal fees incurred in connection with the arbitration except that College Board will pay your AAA filing fee if you are an End User. This does not preclude the arbitrator from granting relief in accordance with AAA Consumer Arbitration Rules.

Notwithstanding the foregoing, if School is unable, as a matter of applicable law or regulation, to agree to arbitration clauses, then School shall not be subject to this arbitration clause.

## **LIMITATION OF LIABILITIES**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COLLEGE BOARD BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE

CLAIM OR THEORY OF LIABILITY (INCLUDING CLAIMS UNDER CONTRACT, TORT, OR STRICT LIABILITY) REGARDLESS OF WHETHER COLLEGE BOARD KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

## **DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AP SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND COLLEGE BOARD EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES IN RESPECT THEREOF, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COLLEGE BOARD MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

## **Assignment**

No party to these AP Services T&C may assign or transfer any part of the AP Services T&C.

## **Force Majeure**

No party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, epidemic, act of war or terrorism, riot, labor condition, governmental action, or internet disturbance) that was beyond the party's reasonable control.

## **No Waiver**

Failure to enforce any provision of these AP Services T&C will not constitute a waiver.

## **Severability**

If any provision of these AP Services T&C is found unenforceable, the balance of the AP Services T&C will remain in full force and effect.



## **No Agency**

The parties are independent contractors, and this AP Services T&C does not create an agency, partnership, or joint venture.

## **No Third-Party Beneficiaries**

There are no third-party beneficiaries to this AP Services T&C.

## **Governing Law**

For Schools that are government entities, the parties agree to remain silent regarding governing law and venue. For all other Schools and End Users, these AP Services T&C are governed by New York law, excluding that state's choice of law rules.

## **Amendments**

These AP Services T&C may not be amended except in writing signed by College Board.

## **Entire Agreement**

These AP Services T&C, and all documents referenced herein, constitute the parties' entire agreement relating to these subjects and supersede any prior or contemporaneous agreements on these subjects. If an End User is presented with a similar agreement on the same subject matter upon logging in to use AP Services, this AP Services T&C supersedes and replaces that agreement.

## **Accessibility of These Terms and Conditions**

If you are a student having difficulty accessing these AP Services T&C, please contact AP Services for Students at 888-225-5427 (+1-212-632-1780 internationally) or [apstudents@info.collegeboard.org](mailto:apstudents@info.collegeboard.org). If you are an educator having difficulty accessing these AP Services T&C, please contact AP Services for Educators at 877-274-6474 (+1-212-632-1781 internationally) or [apexams@info.collegeboard.org](mailto:apexams@info.collegeboard.org). We will be happy to provide these AP Services T&C in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these AP Services T&C.