

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 (each a "party"), will exclusively be resolved in binding arbitration or small claims court. 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.

Either party can seek to have a claim resolved in small claims court if the rules of that court will allow it. Additionally, if the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or College Board may elect to have the claims heard in small claims court, rather than in

arbitration, at any time before an arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court and not by an arbitrator. In the event that either party elects to have their claims heard in small claims court, the arbitration proceeding will remain closed unless and until there is a decision by the small claims court that the claim should proceed in arbitration.

All claims that are not decided in small claims court must be resolved through binding, individual arbitration before a single arbitrator. The arbitration will be administered by the American Arbitration Association ("**AAA**") under the AAA Consumer Arbitration Rules, supplemented **by** the AAA Mass Arbitration Supplementary Rules as applicable, in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Consumer Arbitration Rules and the AAA Mass Arbitration Supplementary Rules are located at adr.org(opens in new window). The arbitrator will have the authority to resolve any dispute regarding the scope or enforceability of this Agreement, except only a court can decide claims that a party violated the intellectual property rights of the other party. In addition, only a court can decide issues relating to (a) the pre-arbitration requirements contained in this Agreement or (b) the interpretation of the prohibition of class and representative actions contained in this Agreement.

Before commencing a small claims court or arbitration proceeding, that party (the "complainant") must provide the other party (the "respondent") with a written notice of dispute that includes the complainant's name and contact information, a detailed description of the dispute, relevant documents, the specific relief sought, and the complainant's physical signature (signature by counsel to the party is not sufficient). If you are the complainant, you must send the notice of dispute by first class mail, FedEx, or UPS to Legal Department, 250 Vesey Street, New York, NY 10281. College Board will send its notice to your address as reflected in College Board's records.

Also, before the complainant may commence a small claims court or arbitration proceeding, the parties must attempt to resolve the dispute through informal, good-faith negotiation. If the parties have not resolved the dispute within sixty (60) days of the respondent's receipt of the written notice of dispute, the parties will mutually schedule a settlement conference which must occur within fourteen (14) days of the completion of the sixty (60) day period, unless otherwise mutually agreed by the parties. Each party must personally appear at the settlement conference (if a party is represented by

counsel, their counsel may also participate), and appearances may be made telephonically or by video. If the parties are unable to resolve the dispute at the settlement conference, either party may commence arbitration or file a small claims court proceeding. The statute of limitations and any filing fee deadlines will be tolled while the parties engage in this informal dispute resolution process. If any aspect of the requirements in this subsection 8(a) have not been met, a court can enjoin the filing or prosecution of an arbitration or the assessment of any arbitration fees. In addition, unless prohibited by law, the AAA cannot accept or administer the arbitration, nor assess any fees for an arbitration that has not met the requirements of this subsection 8(a). If the arbitration already is pending, it must be dismissed.

If the dispute proceeds to arbitration, the complainant must personally attend all arbitration conferences, hearings, and mediations scheduled by the AAA or by an arbitrator or mediator appointed by the AAA. If the complainant is represented by counsel, complainant's counsel may also participate, and all participation may be made telephonically or by video except as directed by the arbitrator or mediator. If a complainant fails to personally appear at any conference, hearing or mediation scheduled by the AAA or by a AAA arbitrator or mediator, regardless of whether the complainant's counsel attends, the arbitrator will administratively close the arbitration proceeding without prejudice, unless the complainant shows good cause as to why the complainant was not able to attend the conference, hearing, or mediation.

This arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephonic hearing) unless otherwise agreed by the parties or required by the arbitrator. If the parties agree to or the arbitrator requires proceedings, such 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 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 arbitrator may consider rulings in arbitrations involving other individuals, but an arbitrator's rulings will not be binding in proceedings involving different individuals. The existence and content of the arbitration proceedings, including documents and briefs submitted by the parties, any correspondence from the AAA, and correspondence, orders, and awards issued by the arbitrator, will remain strictly

confidential and will not be disclosed to any third party without the express written consent from the other party, unless disclosure to the third party is reasonably required in the context of conducting the arbitration proceedings or related court proceedings.

For disputes meeting the definition of "Mass Arbitration" under the AAA Mass Arbitration Supplementary Rules, the parties agree that the dispute is subject to the AAA's Mass Arbitration Supplementary Rules and the parties agree to the appointment of a Process Arbitrator, except as may otherwise be decided by the arbitrator or the AAA.

The parties agree that the Federal Arbitration Act ("**FAA**") 9 U.S.C. § 1 *et seq.* governs this Section, and it is the intent of the parties that the FAA will preempt all State laws to the fullest extent permitted by law.

No arbitration may be maintained as a class or collective action; a party may bring a claim on their own behalf and cannot seek a relief that would affect other individuals. Unless all parties agree otherwise, the arbitrator will not have the authority to consolidate the claims of more than 1 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.

Payment of all filing, administrative, and arbitrator fees and costs will be governed by the AAA's rules. If the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then College Board may seek applicable fee-shifting.

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. 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. 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.