

You agree to review these Terms and Conditions for any updates before you submit your Digital Portfolio.

DIGITAL PORTFOLIO AP EXAM TERMS AND CONDITIONS

These Digital Portfolio AP Exam Terms and Conditions (“*Terms and Conditions*” or “*Agreement*”) are a legal contract between you and College Board (“*College Board*” or “*we*”). They set forth important rules and policies you must follow relating to materials you submit (your “*Digital Portfolio*”) for a score in Advanced Placement® (“*AP*”) Computer Science Principles, Seminar, Research, 2-D Art and Design, 3-D Art and Design, or Drawing. Please read these carefully.

All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 7 of this Agreement. You understand that by agreeing to arbitration, you are waiving your right to resolve disputes in a court of law by a judge or jury except as otherwise set forth in this Agreement.

Section 1. Digital Portfolio Submission

- a. You must submit your Digital Portfolio via the digital submission web application located at digitalportfolio.collegeboard.org (the “*Application*”). Digital Portfolios may not be submitted via any other means. You must create an account to log in to the Application, and you agree to follow all instructions and policies for the Application, which are found in the Application and also at apstudents.collegeboard.org/digital-portfolios.
- b. To submit your Digital Portfolio, you must agree to the relevant policy on plagiarism, which states that the work you submit must entirely be your original creation, reflecting your own experiences, knowledge, interests, and unique vision. Collaborative work or group projects may not be included in your Portfolio. Any ideas, excerpts, artwork, photographs, images, data, evidence, code, or content taken from any pre-existing sources (“*pre-existing work*”) must be appropriately identified, acknowledged, and cited. Your submission should substantially build upon pre-existing work and should not merely be a reiteration of that pre-existing work, so any incorporations of pre-existing work must show substantial and significant development beyond duplication. Your creation should substantially transform the pre-existing work. Plagiarism will not be tolerated. It’s unethical and violates copyright law. If College Board determines in its sole discretion that you have violated the plagiarism policy, such as by failing to acknowledge pre-existing works or attempting to pass off another’s work as your own, College Board may decline to score your Digital Portfolio or cancel your score.
- c. You will be opted into granting College Board reproduction permission of your Digital Portfolio. You grant College Board a perpetual, worldwide, royalty-free license to use,

display, reproduce, and distribute your Digital Portfolio or any portion thereof, including in connection with College Board websites, AP Central, applications, public exhibitions, events, and training materials. College Board may also use and store your Digital Portfolio for purposes of exam scoring and for any disciplinary or other investigation and legal dispute that may arise related to your Digital Portfolio.

Section 2. Prohibited Behaviors

You **may not engage** in the prohibited behaviors set forth below:

- attempt to cheat or otherwise obtain an unfair advantage on the exam,
- violate the relevant plagiarism policy,
- violate instructions or policies in the Application, or
- otherwise violate these Terms and Conditions.

Section 3. Score Cancellation and Disciplinary Measures

- Score Cancellation and Disciplinary Measures.** In the event that College Board or ETS determines that you have engaged in Prohibited Behaviors, we may, in our sole discretion, take one or more of the following measures (“*Measures*”): **deny you the right to a test administration, decline to score your test, cancel your scores, ban you from taking future College Board assessments** (including, without limitation, the SAT, CLEP Exam, or any future AP Exams).
- College Board Sharing Information with Third Parties.** We may share the results of test security investigations with third parties, including with your teacher, school, any score recipient, college, higher education institution or agency, scholarship organization, admissions office, potential score recipient, government agency in the United States or abroad, parents, legal guardians, or law enforcement. College Board may also share such information with third parties that have a legitimate reason for knowing the information or who may be able to assist College Board in its investigation or who may be conducting their own investigation. College Board may respond to inquiries from any institution to which you submitted a score. If you publicize any review, investigation, or decision of College Board, College Board may make any and all details of such matter public.

Section 4. Privacy

- Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies located at collegeboard.org/privacy-center (“*Privacy Policies*”) are part of these Terms and Conditions. You consent to College Board’s collection, use, and disclosure of your personally identifiable information as described in the Privacy Policies

and in these Terms and Conditions. College Board may update its Privacy Policies from time to time and they are subject to change up to one week prior to your test date. You are required to review the Privacy Policies located at collegeboard.org/privacy-center prior to taking the AP Exam.

- b. **Kentucky Scholarship Program.** If you're a resident of the state of Kentucky, your AP Exam scores will automatically be sent to the Kentucky Higher Education Assistance Authority ("*KHEAA*") for the purposes of scholarship eligibility.

If you don't want your scores sent to KHEAA and would like to opt-out, write to: AP Program, Educational Testing Service, 1425 Lower Ferry Road, 29Q, Ewing, NJ 08618. Include your full name, mailing address, date of birth, gender, 8-digit AP ID, and your 6-digit high school code number.

c. **Educational Reporting.**

- i. We send your scores to your school and district. We may also send your scores to the school where you are enrolled in a class section (not just an exam only section) if that is different from the school you attend. Your scores may also be sent to your state for educational, diagnostic, and/or reporting purposes. (Homeschooled students' scores won't be shared with the school that administers the test.)
- ii. When you request that we send your scores to colleges or other organizations as designated by you on your answer sheet and/or via your College Board account, we send your scores and other information you provide during testing to those colleges and organizations in accordance with <https://apstudents.collegeboard.org/sending-scores>.

Section 5. Miscellaneous

- a. To ensure the integrity of the AP Exam, for security reasons, or for other reasons in our sole discretion, College Board reserves the right to bar any individual or group of individuals from submitting a Digital Portfolio.
- b. College Board reserves the right to contact any appropriate individuals or agencies—including your high school—if we believe you may be in imminent danger of harming yourself or others, based on any information you provide to College Board.
- c. Scoring of student responses and the determination of AP Exam scores are within College Board's sole discretion.

- d. Each College Board contractor is a third-party beneficiary and is entitled to the rights and benefits under this Agreement and may enforce the provisions of this Agreement as if it were a party to this Agreement.
- e. College Board is not responsible for providing an internet connection or for internet service interruptions or errors outside of College Board's control, such as data transmission errors on the public internet. College Board is not responsible for any equipment failures.
- f. College Board is not responsible for your failure to follow directions and instructions relating to the taking the AP Exam.

Section 6. Intellectual Property Rights

- a. All College Board tests, test-related documents and materials, and test preparation materials ("**Test Content**") are copyrighted works owned by College Board and protected by the laws of the United States and other countries.
- b. All software, web pages, algorithms, processes, and technologies through which you access and take the AP Exam, including the Application but excluding your device, your internet service provider (ISP), and the public internet, (collectively, the "**Test Platform**") belong to College Board and its licensors.
- c. You shall not screenshot or attempt to make any image, copy, or download Test Content or the Test Platform. You shall not attempt to decompile, reverse engineer, or disassemble the Test Platform.
- d. Please review the discussion of the Reproduction Permission in Section 1.c. above.

Section 7. ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER

- a. All disputes between you and College Board and/or any or all of its contractors that relate in any way to registering for, participating in, or taking AP Exam(s), but excluding all claims that a party violated the intellectual property rights of the other party, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association ("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. Any dispute as to arbitrability shall be resolved by the arbitrator.

- b. Arbitration will be conducted on a documents-only basis (i.e., there will be no in-person or telephone hearing) unless otherwise agreed by the parties or required by the arbitrator. Should the parties agree to or the arbitrator require 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. Where the arbitration arises from College Board's determination that your AP score(s) were invalid under the Score Validity Process, the sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process, and the arbitrator shall render a decision based only on the documents that were considered by the College Board review panel, including but not limited to any submitted documents by you as part of the Score Validity Process unless otherwise agreed by the parties or required by the arbitrator.
- c. The parties agree that the Federal Arbitration Act (“FAA”) 9 U.S.C. § 1 et seq. governs this provision, and it is the intent of the parties that the FAA shall preempt all State laws to the fullest extent permitted by law. New York law otherwise applies to these Terms and Conditions, without regard to choice-of-law principles.
- d. 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.
- e. By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury.
- f. Each party will be responsible for its own fees and expenses and any legal fees incurred in connection with the arbitration. This does not preclude the arbitrator from granting relief in accordance with AAA Consumer Arbitration Rules.

Section 8. Governing Law, Venue and Waiver of Jury Trial

- a. This Agreement shall be governed by the laws of the state of New York without regard to choice or conflict of law principles. All disputes arising from or related to this Agreement that are not subject to arbitration under Section 9 shall be resolved exclusively in the state and federal courts located in New York County, New York State and each party to this

Agreement irrevocably consents to the jurisdiction of such courts. Each Party expressly waives any right to a jury trial in any lawsuit arising from or related to this Agreement.
Section

9. LIMITATION OF LIABILITY

Except to the extent finally determined to be prohibited by law, COLLEGE BOARD AND ITS AGENTS AND CONTRACTORS' TOTAL LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU OR ON YOUR BEHALF, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF OR RESULTING FROM OR IN ANY WAY RELATED TO COLLEGE BOARD, OR ANY TEST ADMINISTRATION BY COLLEGE BOARD, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID OR \$100.00, WHICHEVER IS GREATER. In addition, College Board and its agents and contractors will not be liable in any event for any consequential, indirect, punitive, exemplary, or special damages.

Section 10. DISCLAIMER OF WARRANTIES

COLLEGE BOARD MAKES NO WARRANTIES REGARDING THE AP EXAM, EXAM CONTENT, OR TESTING APPLICATION INCLUDING WITHOUT LIMITATION A WARRANTY THAT THE TESTING EXPERIENCE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACCEPT THE AP EXAM, EXAM CONTENT, AND TESTING APPLICATION AS IS.

Section 11. Severability

If any section or part of this Agreement is held to be invalid, illegal, or unenforceable, the remaining sections or parts will nevertheless continue in full force and effect without being impaired or invalidated in any way and to the extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

Section 12. Restricted Registrations

College Board, along with our service providers outside of the U.S., is subject to U.S. economic sanctions, laws, and regulations and is prohibited from providing testing services to, or accepting registrations from, persons residing in certain areas or designated by the U.S. government as Specially Designated Nationals and Blocked Persons (collectively, "**Sanctioned Persons**"), unless specifically licensed or otherwise authorized by the U.S. government. If a Sanctioned Person attempts to register despite U.S. sanctions that prohibit College Board from doing business with such Sanctioned Person, College Board or a U.S. financial institution may block the registration or payments submitted by or for such Sanctioned Persons. If payment is not

blocked, College Board will cancel the registration and may not be able to refund the payment. Please contact AP Customer Service at 888-225-5427 (+1-212-632- 1780 internationally) or visit [OFAC's website](#) to obtain the current list of sanctioned programs and Sanctioned Persons.

Section 13. Accessibility of These Terms and Conditions

If you have difficulty accessing these Terms and Conditions, including our policies and requirements, please contact AP Customer Service at 888-225-5427 (toll free in the United States and Canada) or +1-212-632-1780 or [AP Services for Students](#) in advance of registering for or taking the AP Exam. We will be happy to provide these Terms and Conditions in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.