

You agree to review these Terms and Conditions for any updates before you submit work through the AP 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 “Final Submission”) 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. Submitting your Final Submission

- a. You must submit your Final Submission via the digital submission web application located at [digitalportfolio.collegeboard.org](https://digitalportfolio.collegeboard.org) (the “*Application*”). Final Submissions 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](https://apstudents.collegeboard.org/digital-portfolios).
- b. Prior to submitting your Final Submission, you must attest that you agree to and have complied with the plagiarism and generative AI use policy for your AP course.
  - Plagiarism:
    - **AP Art & Design:** It is unethical, constitutes plagiarism, and may even violate copyright law for you to copy another work or image (even in another medium) and represent it as your own. The work you submit as final through the AP Digital Portfolio must be an entirely original creation, made by you, and reflecting your own unique vision. When submitting your portfolio, you must attest: “I hereby affirm that all works in this portfolio were done by me and that these images accurately represent my actual work.” Any submission that makes use of preexisting photographs, images, or works of any kind must **both**: (1) give full credit to any preexisting work and (2) extend beyond mere duplication and demonstrate your observable transformation of materials, processes, and ideas through practice, experimentation, and revision. The final piece must offer a demonstrable, fresh perspective and interpretation of the preexisting work in new or unexpected ways.
    - **AP CSP:** The use of media (e.g., video, images, sound), data, information, evidence, or program code created by someone else or with generative AI tools in the creation of a program and/or a program code segment(s), without appropriate acknowledgment (i.e., through citation, through attribution, and/or by reference), is considered plagiarism. A student who commits plagiarism will receive a score

of 0 on Create the performance task, including their responses to the written response prompts on the end-of-course AP Exam.

- **AP Capstone:** Your individual voice should be clearly evident in your final submission, and the ideas of others must be acknowledged, attributed, and/or cited. A student who fails to acknowledge the source or author of any and all information or evidence taken from the work of someone else through citation, attribution, or reference in the body of the work, or through a bibliographic entry, will receive a score of 0 on that particular component of the AP Seminar and/or AP Research Performance Task. In AP Seminar, a team of students that fails to properly acknowledge sources or authors on the Team Multimedia Presentation will receive a group score of 0 for that component of the Team Project and Presentation. A student who incorporates falsified or fabricated information (e.g. evidence, data, sources, and/or authors) will receive a score of 0 on that particular component of the AP Seminar and/or AP Research Performance Task. In AP Seminar, a team of students that incorporates falsified or fabricated information in the Team Multimedia Presentation will receive a group score of 0 for that component of the Team Project and Presentation.
- **Generative AI Policies:**
  - **AP Art & Design:** The use of generative AI tools and features is categorically prohibited at any stage of the creative process.
  - **AP CSP:** You are permitted to utilize Generative AI tools as supplementary resources for understanding coding principles, assisting in code development, and debugging. This responsible use aligns with current guidelines for peer collaboration on developing code. You should be aware that Generative AI tools can produce incomplete code, code that creates or introduces biases, code with errors, inefficiencies in how the code executes, or code complexities that make it difficult to understand and therefore explain the code. It is your responsibility to review and understand any code co-written with AI tools, ensuring its functionality. Additionally, you must be prepared to explain your code in detail, as required on the end of course exam.
  - **AP Capstone:** Generative AI tools must be used ethically, responsibly, and intentionally to support student learning, not to bypass it. Accordingly, all performance tasks submitted in AP Seminar and AP Research must be your own work. While you are permitted to use generative AI tools consistent with this policy, their use is optional and not mandatory. You can use generative AI tools as optional aids for exploration of potential topics of inquiry, initial searches for sources of information, confirming their understanding of a complex text, or checking your writing for grammar and tone. However, you must read primary and secondary sources directly, perform your own analysis and synthesis of evidence, and make your own choices on how to communicate effectively both in your writing and presentations. It remains your responsibility to engage deeply with credible, valid sources and integrate diverse perspectives when working on the performance tasks. You must complete interim “checkpoints” with your teacher to demonstrate genuine engagement with the tasks.

Violations of plagiarism and generative AI use policies will not be tolerated. 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 Final Submission or cancel your score.

- c. You will be opted into granting College Board reproduction permission of your Final Submission. You grant College Board a perpetual, worldwide, royalty-free license to use, display, reproduce, and distribute your Final Submission 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 Final Submission for purposes of exam scoring and for any disciplinary or other investigation and legal dispute that may arise related to your Final Submission.

## 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, including submitting any work that is not your own,
- violate the relevant policy of generative artificial intelligence (AI) use,
- 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

- a. **Score Cancellation and Disciplinary Measures.** In the event that College Board 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 opportunity to test, 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).
- b. **College Board Sharing Information with Others.** We may share the results of test security investigations with others outside of College Board. This includes your 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 others that have a good reason for knowing the information or who may be able to help College Board in its investigation or who may be conducting their own investigation. College Board may answer questions from any institution to which you submitted a score. If you make public any review, investigation, or decision of College Board, College Board may make any and all details of such matter public.

## Section 4. Privacy

- a. **Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies are located at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center) (“*Privacy Policies*”). Privacy Policies are part of these Terms and Conditions. You consent to the collection, use, and disclosure by College Board of your information, including personally identifiable information, 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 AP Exam date and any subsequent test dates. You are required to review the Privacy Policies located on the College Board website at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center) prior to each test administration.
- b. **Kentucky Scholarship Program.** If you’re a resident of the state of Kentucky, College Board automatically sends your AP Exam scores and personally identifying information to the Kentucky Higher Education Assistance Authority (“*KHEEA*”). This information is used by KHEEA to consider your eligibility for and award its state scholarship program.
  - Opt-out: You can opt out by notifying College Board, in writing, no more than 15 days after the test date, at AP Program, Educational Testing Service, PO Box 6671, Princeton, NJ 08540-6671. Include your full name, mailing address, date of birth, gender, 8-digit AP ID, and your 6-digit high school code number.
- c. **Educator Access.** AP teacher(s) and AP coordinator(s) at your school may have access to the AP Digital Portfolio, including your personally identifiable information and Final Submission, for purposes of reviewing your submission(s), reviewing your scoring, and attesting to your submission’s authenticity.
- d. **Educational Reporting.**
  - i. We send your scores, data from your scores, and other information you provide in connection with testing, and certain demographic information to your school and district. We may also send your scores, grade level, and student ID to the school at which you are enrolled, if that is different from your attending institution. In addition, 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 AP Exam.)
  - ii. When you request that we send your scores to colleges or other organizations as designated by you during testing and/or via your College Board account, we send your scores, certain demographic information, and other information you provide during testing to those colleges and organizations in accordance with <https://apstudents.collegeboard.org/sending-scores>. We share with your school and district the names of the organizations you select to send your AP Exam scores. Colleges may use your official score report to determine credit or placement, if applicable. These organizations may also use your information and official score report to send you information about admissions, educational, financial aid, and scholarship opportunities. Being contacted by these organizations does not mean you have been admitted or are eligible for a scholarship or financial aid program.

You must submit an application to be considered for admission at a college or university, and complete any steps required by any scholarship programs to be considered for their opportunities.

### 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 using the AP Digital Portfolio or submitting a Final Submission.
- b. We reserve the right to contact any appropriate individuals or agencies, including your parents, guardians, high school, or law enforcement agencies if College Board becomes aware that you or someone else may be in imminent danger. We also provide the relevant content, along with your personal information, to those contacted.
- 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 of the AP Exam.

### Section 6. Intellectual Property Rights

- a. All College Board tests, including AP Exams, 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, including the Application, through which you access and take the AP Exam, your answers are scored, and the test is secured and proctored, 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. General Arbitration Rules (“*General Arbitration Rules*”)

All disputes between you and College Board (each a “party”) that relate in any way to registering for, participating in, or taking the AP Exam, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, or the Score Validity Process (defined in the “Invalid Scores” section herein), 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. Disputes relating to the Score Validity Process are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined in Section 7(b) below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.

Either party can seek to have a claim resolved in small claims court if the rules of that court will allow it. Additionally, and except for disputes relating to the Score Validity Process under the Supplemental Arbitration Rules below, 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](http://adr.org). The arbitrator will have the authority to resolve any dispute regarding the scope or enforceability of these Rules, 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 these Rules or (b) the interpretation of the prohibition of class and representative actions contained in these Rules.

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). For purposes of clarity and as stated above, this includes disputes relating to the Score Validity Process set forth below in Subsection 7(b). If you are the complainant, send the notice of dispute by first class mail, FedEx, or UPS to Legal Department, 250 Vesey Street, New York, NY 10281. Alternatively, you (or your counsel) can send the notice of dispute to [legalhelp@collegeboard.org](mailto:legalhelp@collegeboard.org). A member of College Board’s Legal Department will then contact you (or your counsel) to attempt to resolve the dispute through informal good faith negotiations as described below. College Board will send its notice of dispute 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 7(a) has 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 an arbitration, nor assess any fees for an arbitration, that has not met the requirements of this Subsection 7(a). If the arbitration is already 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, the 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 an 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 that 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 only 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.

b. **Supplemental Arbitration Rules for the Score Validity Process (“*Supplemental Arbitration Rules*”)**

If you receive a notice from College Board that your scores are subject to the Score Validity Process, you may be provided with the option to choose arbitration. In addition to the General Arbitration Rules, except as set forth herein, the below rules will apply.

The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.

This arbitration will be based only on (i) the documents you submitted to College Board pursuant to the Score Validity Process and (ii) College Board documents unless otherwise agreed by the parties or required by the arbitrator.

If the arbitrator finds that College Board did not act in good faith in deciding to cancel your scores, your scores will not be canceled (or they will be reinstated, if applicable).

All other disputes with College Board will be resolved solely by the General Arbitration Rules in Subsection 7(a) above, except as set forth herein.

**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, THE TOTAL LIABILITY OF COLLEGE BOARD 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 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.