

# Academy of Art of Highland Park & Gallery, INC.

## Terms of Use

This document, titled Terms of Use (ToU), is a binding agreement between Academy of Art of Highland Park (AAHP) and all of its users. This document defines and delimits the relationship between AAHP and all users of the AAHP's programs, online platforms, communication channels, products and services.

This document also defines and delimits the relationship of AAHP users with the AAHP's flagship online program, Foundations of Studio Practice Online (FoSPO), hereby referred to as AAHP/FoSPO

### Definitions of Terms Used in this ToU

The following terms and definitions apply across the entirety of this ToU:

**AAHP/FoSPO** defines the company as such. The company may also be referred to by its full name, **Academy of Art of Highland Park & Gallery, INC** and/or by its primary online program name "Foundations of Studio Practice Online", and also as "we", with references to "our". The term covers the corporate entity, personnel, and operations that comprise AAHP/FoSPO.

**AAHP/FoSPO educational services** defines company-owned, proprietary educational content as designed, presented and delivered in any way to all users, whether under subscriptions and/or other arrangements. Educational services may be delivered on-screen, that is, directly through communications via computer screen, phone screen, pad screen, etc., or off-screen, that is, through other means, such as, but not limited to, phone conversations.

**AAHP/FoSPO Human Resources Group** defines the set of AAHP/FoSPO personnel in charge of managing and supporting all AAHP/FoSPO personnel of all ranks and titles, including volunteers and consultants.

**AAHP/FoSPO online learning space** defines the proprietary online spaces and content that AAHP/FoSPO and subscribed minors use to engage in AAHP/FoSPO-designed learning experiences, including, but not limited to, the AAHP/FoSPO website, and the AAHP/FoSPO's mobile application.

**AAHP/FoSPO Pedagogy Group** defines the set of AAHP/FoSPO teaching personnel in charge of

creating, delivering and overseeing all AAHP/FoSPO teaching and learning content and operations. They may also be referred to simply as teaching personnel.

**AAHP/FoSPO proprietary content** defines all material, intellectual, virtual, and procedural property of AAHP/FoSPO, in form, content, and process.

**AAHP/FoSPO Senior Staff** defines that group of AAHP/FoSPO personnel that includes the company Director, Assistant Director, and select administrators.

**July Field School** defines AAHP/FoSPO's educational programming and services for projects that are best developed or built outdoors (such as field drawings and paintings), or that are meant to best exist or be exhibited outdoors (such as public murals, outdoor sculptures, larger machinery, etc.). The July Field School is followed by a hiatus in August, followed by the Studio Year, starting in September (see entry, below).

**Legal guardian** defines the self-identified individual who is age 18 or older, and who asserts to have lawful rights over the minor who the legal guardian presents to AAHP/FoSPO as potential or actual subscriber. The legal guardian is also defined as a user at AAHP/FoSPO (see definition of "user", below).

**Minor** defines any under-aged user of AAHP/FoSPO proprietary content, AAHP/FoSPO educational services, AAHP/FoSPO online learning space, and whether or not subscribed, and including, but not limited to, all under-aged AAHP/FoSPO website visitors, as well as subscribed minors. The AAHP/FoSPO defaults to the legal age of 18 years, as defined under the laws of the state of New Jersey, United States of America (USA), and irrespective of the minor's country of residence, or the jurisdiction that governs the communication channels the minor chooses in order to access AAHP/FoSPO proprietary content, AAHP/FoSPO educational services, and/or the AAHP/FoSPO online learning space.

**Subscribed minor** defines the under-aged individual who the legal guardian lawfully subscribes to the AAHP/FoSPO's subscription services. In this ToU, the subscribed minor may also be referred to as the "subscribed youngster" or the "young practitioner".

**Privacy policy** describes and explains what personal information the AAHP/FoSPO may collect from its users, as well as descriptions as to how, why, when, and where the AAHP/FoSPO may use this information to render possible the creation, presentation, and delivery of its educational services and online learning space. The Privacy Policy is presented as Section 2 of this ToU.

**Subscription** defines the financial agreement between a subscribed minor's legal guardian and AAHP/FoSPO.

**Subscription services** define all the supporting actions and resources the AAHP/FoSPO uses to support any subscription.

**Studio Year** defines the AAHP/FoSPO’s pedagogical programming and services as offered to subscribed minors from September to--and including---June. The AAHP/FoSPO studio year follows the typical USA school calendar. It is followed by the July Field School (see entry, above).

**Third-party providers**, also **third parties and/or parties**, defines any individual and/or group, other than the AAHP/FoSPO and any user, and whose products and/or services make possible the AAHP/FoSPO’s presence online, as well as the creation, presentation and delivery of any of its services. A third party and/or parties may also include that party/parties that the user may freely choose to use elsewhere, while knowingly, or unknowingly, linking or associating those third parties to their AAHP/FoSPO accounts.

**User** defines any individuals, group, or groups who may use the AAHP/FoSPO website, and/or mobile applications, and/or any AAHP/FoSPO online learning space, and/or AAHP/FoSPO educational service, or any AAHP/FoSPO proprietary content at any time, in any way, and for any reason, and whether proprietary, or facilitated by a third party/parties. In this ToU, the user/s may be referred to as “you”.

**User account** refers to the record of all financial transactions between the AAHP/FoSPO and any user, allowing for the purchase of subscriptions and/or other AAHP/FoSPO products and services.

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## **Introduction**

This document, titled Terms of Use (ToU), is the agreement between AAHP/FoSPO and all users of the AAHP/FoSPO proprietary content, and/or any AAHP/FoSPO online learning space, and/or AAHP/FoSPO educational services, and at any time, in any way, and for any reason, and whether or not facilitated by a third party/parties. This document presents the rights and obligations of all users, and also of the AAHP/FoSPO. All users of any age who choose to use AAHP/FoSPO proprietary content, and/or any AAHP/FoSPO online learning space, and/or AAHP/FoSPO educational services are held to the terms stipulated in this ToU.

Academy of Art of Highland Park & Gallery (AAHP), INC, is a USA-based, C Corporation created under the laws of the state of New Jersey, USA. The AAHP/FoSPO aims to comply at all times with all relevant e-commerce regulations at the local, county, state, and federal levels. As

an online operation available to users globally, the AAHP/FoSPO also aims to comply at all times with regulatory laws that apply to international e-commerce, including the selling of products and/or services to minors.

AAHP/FoSPO provides online, craft-centered, English-language learning and training programming to a community of young practitioners (individuals of, or between, the ages 8-12), and whose legal guardians subscribe them for the AAHP/FoSPO learning experience, if and when AAHP/FoSPO accepts a subscription on behalf of the minor.

Subscribed minors access the AAHP/FoSPO educational services through the AAHP/FoSPO website and other company-owned content appearing elsewhere online, and as transacted through various communication channels, such as email and phone text messaging, whether those channels be AAHP/FoSPO property, or facilitated by a third-party.

### **The Three Sections of this ToU**

This ToU is presented in three parts; Section 1 covers the general terms defining the relationships between the user and the AAHP/FoSPO broadly, Section 2 covers the AAHP/FoSPO Privacy Policy, and Section 3 covers AAHP/FoSPO subscription matters. Each section is organized by key topical headings listed in alphabetical order. To quickly find a specific topic in the body of the document under any of the three sections, please click on it in the section's Index.

### **Section 1: General Terms Index**

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### **Section 2: Privacy Policy Index**

(pending)

### **Section 3: Subscription Services Index**

[Subscription , defined](#) • [Pre-scheduled Refunds](#) • [Subscription Charges](#) • [Subscription Cycle](#) • [Subscription Rates](#) • [Subscription Rates, Changes to](#) • [Subscription Rates, Discounts to](#) • [Subscription Service Fees](#) • [Switching Learning Tracks](#) • [Temporary Suspension of Subscription](#) • [Terminating a Subscription](#) • [Updating User Accounts](#) •

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## Section 1: General Terms

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### **Amendments to, & Duration of, This ToU**

The user agrees that this ToU remains active, valid, and mutually binding between him-, her, or themselves and the AAHP/FoSPO whenever and wherever using AAHP/FoSPO proprietary content, and/or any AAHP/FoSPO online learning space, and/or AAHP/FoSPO educational services, and whether through proprietary channels, or as facilitated by a third-party.

The legal guardian who represents a subscribed minor also agrees that this ToU remains active, valid, and mutually binding between him-, her, or themselves, the subscribed minor, and AAHP/FoSPO, until either the legal guardian or AAHP/FoSPO settles all relevant accounts and terminates the minor's subscription per the policies listed elsewhere in this document (See Terminating a Subscription).

The AAHP/FoSPO reserves the right to make changes to this ToU at any time, and for any reason. The AAHP/FoSPO will periodically note on its website that changes have been made to this ToU, and by updating, as needed, the "Last Updated" date of this ToU, as posted at the bottom of this document. Any amendments and other changes to this ToU made by AAHP/FoSPO will be effective immediately.

The user agrees to periodically review this ToU to stay informed of updates. User waives the right to receive specific notice of each or any change or modification. The user agrees to accept and abide by, at all times, by any and all changes to this ToU, including the privacy policy.

Should a user disagree with any such amendments or changes while subscribed to AAHP/FoSPO, user has the right to terminate any subscription without penalties, and/or further obligations, other than prompt payment of any fees owed to the AAHP/FoSPO for any and all services already rendered and/or products sold.

## **Joining the AAHP/FoSPO**

The AAHP/FoSPO reserves the right to default to the legal age of 18 years, as defined under the laws of the state of New Jersey, USA, and irrespective of the minor's country of residence, or the jurisdiction that governs the communication channels the minor chooses in order to access the AAHP/FoSPO proprietary content, and/or any AAHP/FoSPO online learning space, and/or AAHP/FoSPO educational services.

Through its craft-centered pedagogy, AAHP/FoSPO trains children ages 8-12 who can satisfy the AAHP/FoSPO eligibility standards and requirements, as posted on the AAHP/FoSPO website. The AAHP/FoSPO does not decline any service, product, or opportunity to participate to any individual based on gender, sexual preference, ethnicity, religion, color, disability, and/or any other individual or group identifier or status.

## **Admissions Requirements**

The AAHP/FoSPO does not and cannot offer remedial interventions to subscribed minors who are unable to demonstrate [Top 10 Learning Skills](#) while subscribed to AAHP/FoSPO.

AAHP/FoSPO reserves the right to determine underperformance using its own measures, including, but not limited to, measures of the subscribed minor's actual performance as compared to our posted eligibility standards and other admissions requirements, and/or the minor's ability to use the AAHP/FoSPO's Weekly Work Plan, to abide by the AAHP/FoSPO Code of Ethics, etc.

AAHP/FoSPO reserves the right to void subscriptions and terminate relationships with any subscribed minor and legal guardian if the subscribed minor cannot demonstrate or perform per AAHP/FoSPO admissions eligibility standards and requirements, and/or all other subscribed minor-centered policy. AAHP/FoSPO reserves the right to refuse service to any user, including any subscribed teen, if and when language proves to be a barrier, or if the subscribed minor presents any emotional, mental, physical, or medical condition for which the AAHP/FoSPO staff lack expertise, and/or adequate information or other resources needed to deliver its educational services, and/or the necessary support from the legal guardian.

AAHP/FoSPO reserves the right to cancel subscriptions and to terminate relationships with any subscribed minor who is found to be representing the interests of any other individual or group. User agrees that these AAHP/FoSPO decisions are final and not contestable.

## **The AAHP/FoSPO Waiting List**

At AAHP/FoSPO, limited seating is available on a first-come, first-served basis to admitted teens. The AAHP/FoSPO website features postings when seating is near capacity. Legal guardian understands that submitting an application when seating is nearing capacity may result

in an offer of admissions, while yet all seats are taken. If accepting the admissions on behalf of the minor under such conditions, the legal guardian agrees that the remaining options would be to either enter the teen's name into the Waiting List, or temporarily abandon the attempt to subscribe. In the latter case, legal guardian agrees to withdraw the minor's name in writing.

The AAHP/FoSPO Waiting List contains no more than 10 names at any time. These are the names of admitted minors who have accepted admissions, but who have had to temporarily defer seating for any number of reasons. These names are listed in order, based on the date that AAHP/FoSPO received written notice from the legal guardian accepting admissions on behalf of the admitted minor.

### **Deferred Admissions Due to Missed Deadlines**

If AAHP/FoSPO offers admissions to an applicant, but the legal guardian does not formally accept on the minor's behalf by the 20<sup>th</sup> of the same month, AAHP/FoSPO will place the minor's name on its Waiting List. The minor can remain on this list for up to three months, at which point the deferred admission expires and the minor's name is taken off the Waiting List. The legal guardian can initiate the subscription anytime within said three-month span; however, seating cannot be guaranteed at any time throughout this process.

A deferred admission that has expired after a three-month span on the Waiting List can be activated by replying to the original AAHP/FoSPO letter of admission, and by the 20<sup>th</sup> of any month.

### **Deferred Admissions Due to Lack of Seating**

The AAHP/FoSPO posts on its websites the latest information on seating capacity. If legal guardian chooses to submit an application when AAHP/FoSPO seating is near capacity, legal guardian does so while recognizing the chance of having to place an accepted minor's name on the Waiting List for any period of time, or abandon the attempt to subscribe. Legal guardian has the right to withdraw the minor's name from the Waiting List at any time and cancel the seating process. Legal guardian agrees to withdraw the minor's name in writing.

### **Deferred Admissions Due to Extenuating Circumstances**

Should the legal guardian and/or admitted minor face extraordinary circumstances, such as illness, injury, or other situations that interfere with their full participation in the admissions process, the legal guardian agrees to notify the AAHP/FoSPO as soon as possible. Possible paths of action will be addressed on an individual basis.

### **Attendance & Mandatory Participation**

The legal guardian agrees that the subscribed minor is required to routinely work with AAHP/FoSPO a minimum of four hours per week; to use and submit Weekly Work Plans; to

participate weekly in a series of mandatory, scheduled consultations with Project Supervisors (PS) in real-time, and to partake in several mandatory activities, as posted on the [AAHP/FoSPO Weekly Work Schedule](#).

The logic of AAHP/FoSPO pedagogy, of which a large portion is accessible online 24/7 for any active subscription in good standing, and where live consultations take place only as scheduled, does not lend itself to make-ups for missed opportunities to participate at any stage of the weekly process.

The legal guardian agrees that the subscribed minor who misses a day, or several days, of live interactions online with the AAHP/FoSPO will again resume participation as soon as possible, and from where last left off, per the Weekly Work Plan in use. Legal guardian recognizes and accepts that the subscribed minor's absence and interrupted participation will inevitably cause a delay to any project's development.

The legal guardian agrees and accepts that the AAHP/FoSPO does not issue refunds for any educational services that the minor does not partake in on any given week.

### **AAHP/FoSPO Handbook for the Legal Guardian**

AAHP/FoSPO equips all subscribed teens with online access to the *AAHP/FoSPO Handbook for the Legal Guardian*. Said handbook is a critical tool for guiding and optimizing the subscribed minor's learning experience at AAHP/FoSPO. The legal guardian of any subscribed minor agrees to ensure that the subscribed minor becomes familiar with, and complies with all matters presented in the *Handbook*.

The Handbook is informational only, and does not constitute a contract between AAHP/FoSPO and any other party. However, the Handbook content mirrors the terms of this ToU, and its use thereof falls under, and is protected by, the terms of this ToU. The Handbook exists to fully support the subscribed minor, and to promote and support wellness, fairness, and excellence across the entire AAHP/FoSPO community. AAHP/FoSPO reserves the right to make changes to the Handbook without prior notice to any user.

The handbook is made available online to both the subscribed minor and the legal guardian when the legal guardian activates a subscription for educational services with the AAHP/FoSPO. Legal guardian agrees to ensure that the subscribed minor has access to, regularly reviews, and complies with the content of *AAHP/FoSPO Handbook for the Legal Guardian*

### **Communications**

Safety and privacy matters concerning access to, and communications with, minors under age 18

are detailed in the Privacy Policy; the Privacy Policy is an integral part of this TOU, but appears as a separate end section to this document.

AAHP/FoSPO offers various communication channels to assist the user with assorted matters; these channels include email, phone line, text messaging, and postal mail address.

Communication channels with the AAHP/FoSPO Office and the Senior Staff are posted on the AAHP/FoSPO website. AAHP/FoSPO reserves the right to redirect any minor who initiates communications with AAHP/FoSPO; at such times, the minor will be asked to do so only through their legal guardian.

All written correspondence between the legal guardian and the AAHP/FoSPO regarding accounts will be through email, unless otherwise agreed upon.

It is the responsibility of the legal guardian and subscribed minor to remain actively informed of all communications posted by the AAHP/FoSPO on its website, or sent to the legal guardian and subscribed minor via email and/or through the AAHP/FoSPO text service for legal guardians and subscribed minor, and/or as mailed through postal delivery services, or if hand-delivered.

It is the responsibility of the legal guardian to promptly contact the AAHP/FoSPO Office with any questions or concerns about any charges to their account. The legal guardian agrees to not attempt to use pedagogical channels, schedules, or activities to discuss administrative matters.

Both the legal guardian and the subscribed minor hereby agree to open and maintain communications with the AAHP/FoSPO by providing a valid and current email address per the admissions process, as well as a valid postal address, if requiring material sent through mail delivery services. Legal guardian agrees to promptly update said information at all times using the AAHP/FoSPO [Account Information Update Form](#). The AAHP/FoSPO cannot guarantee efficiency of communications, transactions or other procedures with any user who does not keep updates contact information on record with the AAHP/FoSPO.

**SAFETY NOTICE!** It is especially important that the legal guardian please submit any changes to the emergency contact/s promptly. AAHP/FoSPO personnel will need to immediately attempt contact those individuals listed as emergency contacts, should we witness an emergency or urgency affecting the subscribed minor.

The AAHP/FoSPO remains responsible for posting, in a timely fashion, all calendrical and schedule matters that affect subscriptions and educational services. Any changes to the AAHP/FoSPO schedule, curriculum, or policies will be posted on the AAHP/FoSPO website and emailed to the legal guardian of a subscribed minor in a timely fashion, unless otherwise agreed

upon.

### **Good Fit, Policy of**

The AAHP/FoSPO Policy of Good Fit supports the subscribed minor's participation and contributions to the AAHP/FoSPO; it also provides means of addressing and resolving any disparity between the subscribed minor and the mission, protocols and policies of AAHP/FoSPO.

The legal guardian agrees to ensure that the subscribed minor becomes familiar with, and complies with, the AAHP/FoSPO's Policy of Good Fit, as presented in the AAHP/FoSPO Legal Guardian Handbook. The full Handbook is accessed upon activation of the minor's subscription; however, this live link for the [AAHP/FoSPO Policy of Good Fit](#) grants access for pre-subscription review.

### **Conflict Resolution Policy**

The AAHP/FoSPO's Conflict Resolution Policy serves to address and resolve conflicts between AAHP/FoSPO and any subscribed minor, legal guardian or other user. The full Legal Guardian Handbook is accessed upon activation of the minor's subscription; however, this live link for the [AAHP/FoSPO Disciplinary Policy & Conflict Resolution Policy](#) grants access for pre-subscription review.

### **Guarantees**

The AAHP/FoSPO guarantees delivery of educational services and products posted on the website and supporting documentation, and to instruct, guide and mentor any subscribed minor's project development closely, from start to finish, barring staff illness, injury, and/or other circumstances that can reasonably be described as being beyond the AAHP/FoSPO's control.

The legal guardian recognizes and agrees that the AAHP/FoSPO cannot, and does not, guarantee completion of any stage of any project, or any project in whole, under any set period of time.

Legal guardian accepts and agrees that a AAHP/FoSPO subscription does not offer any guarantee of partial or complete project development and/or completion.

The legal guardian recognizes and agrees that any and all outcomes and results rest wholly on the subscribed minor's level of sustained participation, performance, and engagement with the project and with the AAHP/FoSPO's guidance and support across any project's development.

The legal guardian agrees that AAHP/FoSPO teaching staff require a minimum of three months of ongoing interactions with a subscribed minor to guarantee completion of any formal student assessment that the legal guardian may request on behalf of a third party, or that any third party may request from the AAHP/FoSPO, if under the consent of the legal guardian.

The AAHP/FoSPO agrees to certify at any time any subscribed minor's active participation at AAHP/FoSPO if in good standing, and if the minor's subscription and all related accounts are also in good standing.

### **Hours of Operation**

AAHP/FoSPO hours of operations for office and educational services are as posted on the AAHP/FoSPO website. AAHP/FoSPO reserves the right to update and change office hours of operation without advance or further notice to any user.

### **Intellectual Freedom, Artistic Freedom & Choice**

AAHP/FoSPO fully and broadly supports intellectual and artistic freedom in the Western tradition shaped by the secular ideas and ideals that of the European Enlightenment, and that continue to serve the ideas and ideals of plurality, diversity, equality and democracy, rule of law, and reason. This itself means that AAHP/FoSPO reserves the right to choose to privately and/or publically refuse to work with any idea and/or project at any stage of development, if and when that project, or its aims, fail to serve these secular ideas and ideals.

AAHP/FoSPO acceptance of any idea or project concept, even when certified by AAHP/FoSPO standards of safety, integrity, elegance, and relevance does not necessarily secure AAHP/FoSPO endorsement of the project's form or function, purpose, meaning, or actual or intended audiences/users.

The AAHP/FoSPO does not certify any process, stage of work, or project finished outside of its programming.

### **Projects the AAHP/FoSPO Categorically Declines & Rejects**

As a private commercial business, the AAHP/FoSPO reserves the right to decline to work with any theme/s, and/or any idea, or set of ideas, and for any project by any subscribed minor at any time, and at our discretion and without further explanation or commentary.

In addition, AAHP/FoSPO reserves the right to reject any project idea and proposed construction by subscribed minors, including, but not limited to, projects that present any ethnicity, race, gender, sex, language, nation, community, history, culture, religion, faith, or spiritual practice or faith-based stance as superior to, or lesser than, others; projects that interpret any condition, state, or aspect of any individual, group, or peoples in ways that can be construed by anyone as possibly injurious to said party/ies; projects with politically partisan leanings, or that support partisan ideas and ideals; projects that present as superior, or as preferable, any one stance in any given controversy; projects that idolize or defame or discredit any individual, group, or peoples; projects whose aims, functions, or purposes exclude any individual/s or group/s from enjoying its benefits in the same manner and to the same degree that any other constituency might; projects that press costs and externalities on any individual, group or peoples without their legitimate

consent; projects that involve the participation of other minors, live animals or plants, or parts of lifeless animals or plants or real human body parts; projects that involve material use of legally controlled substances; projects that require materials whose harvest, collecting or possessing thereof is controlled or protected from use by NJ state law, and/or USA law and/or international law; projects that call for and/or ambiguously present violence against humans, other life forms, nature, or private property; projects that pertain to adult themes normatively or legally considered to not be the purview of minors, etc.

AAHP/FoSPO reserves the right to summarily terminate any subscription, and also any association, with any legal guardian and subscribed minor whose work does not support these ideals, and to publically rescind or void awards, honors, certifications, recognitions, whether already offered, or promised to the subscribed minor.

### **Rejecting Hate Speech**

AAHP/FoSPO reserves the right to refuse to work with, disavow, and/or publically condemn any idea or project at any stage of development that uses hate speech, and/or that asks for the use of hate speech, to explore, support, celebrate, promote, or incite the disparaging of, and/or discrimination against, and/or violence onto, any individual, group or peoples. AAHP/FoSPO reserves the right to summarily terminate subscriptions and associations with any subscribed minor and legal guardian, and to publically rescind or void awards, honors, certifications, recognitions, whether already offered, or promised, to the subscribed minor.

The legal guardian agrees that all artifacts designed and constructed under the AAHP/FoSPO are subject to AAHP/FoSPO hate speech censorship, where the AAHP/FoSPO uses the definition of hate speech as presented in the United Nations (UN) Strategy and Plan of Action on Hate Speech.

“...the term hate speech is understood as any kind of communication in speech, writing or behaviour, that attacks or uses pejorative or discriminatory language with reference to a person or a group on the basis of who they are, in other words, based on their religion, ethnicity, nationality, race, colour, descent, gender or other identity factor.”

though international law does not prohibit hate speech broadly, but only that hate speech which is used to incite discrimination and violence, AAHP/FoSPO reserves the right to reject any hate speech at any time, if and when presented as project content.

### **Free Speech & Exceptions to Free Speech in the USA**

As a private company under the laws the USA and of the state of New Jersey, AAHP/FoSPO determines that all AAHP/FoSPO-sanctioned projects as protected under the free speech laws of the USA, and are also subject to the exceptions to free speech in the United States, that is,

categories of speech that are not protected by the First Amendment of the U.S. Constitution. User acknowledges that the Supreme Court of the United States has upheld that the U.S. Constitution protects free speech, and also allows for limitations on certain categories of speech. These limitations cover important aspects of commercial speech. AAHP/FoSPO deems all its subscribers' creations as commercial work, insofar it is created under our private, commercial, educational services, and even if the subscribed minor, as author of artifacts, or the minor's proxy, has not had, and does not have, any intention to present the project for sale, lease, rent, barter, or any other commercial transaction elsewhere, in any way.

### **Rejecting Hate Iconography**

AAHP/FoSPO reserves the right to privately and/or publically refuse to work with, and/or to disavow, and/or to condemn any project idea, theme, concept, or content that contains, or makes reference to, imagery and/or iconography to explore, support, celebrate, promote, or incite the disparaging of, or to discriminate against, any individual, group or peoples. In such cases, AAHP/FoSPO reserves the right to summarily terminate subscriptions and associations with any subscribed minor and legal guardian, and to publically rescind or void awards, honors, certifications, recognitions, whether already offered, or promised to the subscribed minor.

### **Rejecting Exclusionary Aims**

AAHP/FoSPO reserves the right to refuse to work with any idea, concept, process, or project, and any subscribed minor whose project is designed to serve any select group of users/audiences at the express and deliberate exclusion of others.

### **Online Ethics & Etiquette**

The AAHP/FoSPO operates under ethical rules that govern kindness, fairness, personal integrity, and intellectual honesty. The AAHP/FoSPO also holds all users to these standards in mutual fashion.

The legal guardian agrees that the subscribed minor must be familiar with, and comply at all times with, AAHP/FoSPO ethics and etiquette, per all AAHP/FoSPO policy in general, and specifically, the AAHP/FoSPO [Code of Ethics](#), and which covers the following: the AAHP/FoSPO's [Vision & Mission](#); all private and public online and phone engagements at the AAHP/FoSPO; all project research, design and construction operations; the commitment to Safety First!; the commitment to help build a safe, inclusive, diverse, and participatory community of strong and generous learners at AAHP/FoSPO; the commitment to the Policy of Good Fit as a commitment to mutuality, and including the grounds and procedures for disciplinary action, and protocols for conflict resolution.

The legal guardian agrees to ensure that the minor is informed of the AAHP/FoSPO's right to review and rescind any letters of recommendations, certifications, recognitions, awards, and

honors previously bestowed, or promised to the subscribed minor, should the subscribed minor fail to operate under the AAHP/FoSPO Code of Ethics.

## **Online Privacy**

See Privacy Policy, presented as Section 2 of this ToU.

## **Online Safety & Security Policy**

As a remote learning platform, the AAHP/FoSPO holds the online safety and security of all its users, and especially minors, to be its central concern, and central to pedagogical excellence and the learner's experience.

AAHP/FoSPO online safety and security policies exist to protect individuals and groups from any form of abuse intended or effected against the individual or group through, or facilitated by, online interactions. These are presented in detail in the **AAHP/FoSPO Privacy Policy** (see below, Section 2). Other matters related to this policy are addressed in the [AAHP/FoSPO Anti-Harassment Policy](#) (available here for select review), the AAHP/FoSPO Code of Ethics, and in the *Legal Guardian Handbook*. The portion of the Online Safety & Security policy presented directly to the subscribed minor in said Handbook is available for review here: [AAHP/FoSPO Online Safety & Security for Teens Extraordinaire](#).

## **Pedagogy, Learning Tracks & Educational Services**

Through its project-centered pedagogy, AAHP/FoSPO offers a unique, online learning experience designed for advanced teens who demonstrate top learning skills and sensibilities in their age group, and who are interested in exploring their key topics of interest through the principles and processes of fine art, and/or applied design. Projects center on the conceptualization, design, construction, testing, and delivery of all manner of uniquely authored artifacts, including, but not limited to, diverse fine art forms (for example, collages, paintings, drawings, static and kinetic sculptures...), infographics, architectural models, scientific models, engineered machinery, etc.

The subscribed minor is fully responsible for following AAHP/FoSPO's pedagogical and safety-centered guidance during the development of their projects, from conceptual beginnings to completion of all construction. The AAHP/FoSPO does not claim any responsibility for any outcome that the subscribed minor or legal guardian may deem unexpected or undesirable.

The legal guardian agrees that AAHP/FoSPO offers closely-guided learning experiences for young practitioners through four levels of advancement, and will not engage in any further customization of AAHP/FoSPO's highly-individualized learning experience:

### **All Levels of Advancement**

- structured, craft-centered teaching and guidance from concept to project completion
- personal attention and guidance by trained Teaching Staff
- training in home studio and home workshop safety
- training in time management
- training in critical reasoning (supporting others in the asking of questions, and in seeking answers through reasoned thought and evidence)
- certification of projects built to AAHP/FoSPO's highest standards
- AAHP/FoSPO awards program
- online exhibition space
- AAHP/FoSPO Project Certification

### **Additional Details, All Tracks:**

#### **Online Gallery Exhibitions**

The AAHP/FoSPO operates Boom! A Gallery for Extraordinary Teen Art & Design. The AAHP/FoSPO will host, and for a minimum of three consecutive months, up to three, AAHP/FoSPO-certified projects authored by any subscribed minor in good standing, and who requests the exhibition space.

#### **AAHP/FoSPO Project Certification**

The AAHP/FoSPO formally certifies, by award, those projects of excellence that have been fully conceptualized, designed, built, and delivered by the subscribed minor under AAHP/FoSPO pedagogy and programming, and which meet the AAHP/FoSPO's highest standards of creative construction, specifically, • safety • originality • integrity • elegance, and • relevance.

AAHP/FoSPO Certification is awarded when the built artifact has satisfied these standards, and is not to be interpreted as AAHP/FoSPO endorsement of the project's content, purpose, meaning, or intended audiences/users.

### **Project Materials & Supplies**

Project design and construction at the AAHP/FoSPO entails the use of a basic set of drawing and drafting tools, as well as the actual media/materials that the subscribed minor may desire to use to build any artifact, if and when approved for safety by the AAHP/FoSPO (please see following section, Project Safety and Security).

Upon subscribing to AAHP/FoSPO, the legal guardian agrees to secure for the subscribed minor a basic set of drawing and drafting tools needed for all AAHP/FoSPO project development. This gear can be found on many shops online. The costs of these articles are not determined by the

AAHP/FoSPO. The AAHP/FoSPO does not sell or lease such gear. AAHP/FoSPO provides in the following link to the recommended list of tools, as well as estimated prices, based on a brief, random survey of prices online in late 2020: [drawing/drafting kit](#).

Legal guardian agrees to help the subscribed minor secure any additional media/materials that the subscribed minor may need for any project, and provided the AAHP/FoSPO grants approval for safety.

## **Project Safety & Security**

AAHP/FoSPO defines safety as the key operation of all project design and construction, and safety awareness as the master sensibility that drives all creative and skillful design and construction. For safety reasons, the AAHP/FoSPO does not allow or certify any construction process, stage of work, part of a project, or full project finished outside of its programming.

AAHP/FoSPO is not responsible for any mental, emotional, and/or physical injury or death that any user, subscribed minor, third party, or other life form may experience when using AAHP/FoSPO proprietary content, services and/or programming, whether AAHP/FoSPO content is being used on-screen, or off-screen.

AAHP/FoSPO is not responsible for any mental, emotional, and/or physical injury or death that any user, subscribed minor, third party, or other life form may suffer as a consequence of the presence, use, or operation of the subscribed minor's design and/or construction process, or as a consequence of the presence, use, or operation of any of the subscribed minor's completed project, whether or not certified by the AAHP/FoSPO.

AAHP/FoSPO is not responsible for any effect or harm to the private property of any user, subscribed minor, or third party, while the subscribed minor is engaged with AAHP/FoSPO proprietary content, services and/or programming, on-screen, or off-screen.

Legal guardian agrees that AAHP/FoSPO project certification applies only to the subscribed minor's engagement with the project while under design and construction with AAHP/FoSPO, and that AAHP/FoSPO certification does not designate or certify an artifact or its operation as being safe in any way or in any form outside of the interactions between the AAHP/FoSPO and the subscribed minor.

All users and third parties agree that AAHP/FoSPO project certification applies only to the subscribed minor's engagement with the project while under design and construction with AAHP/FoSPO, and that AAHP/FoSPO certification does not designate or certify an artifact or its operation as being safe in any way or in any form outside of the interactions between the AAHP/FoSPO and the subscribed minor.

### **Home-Based Support of AAHP/FoSPO Safety Policies & Safety Operations**

AAHP/FoSPO reserves the right to characterize and assess safety situations at all times, and in real-time, without having to find recourse for the specifics of any situation in stated policy. All users agree to comply with all of AAHP/FoSPO's safety determinations and safety-centered policies at all times.

The AAHP/FoSPO informs all users, including the legal guardian of subscribed minors, that, "Globally, home accidents are a leading cause of preventable disabilities and death among children and young people." (Oman Med Journal 2020 Jan; 35(1): e85. Published online 2020 Jan 6. Issued: [10.5001/omj.2020.03](https://doi.org/10.5001/omj.2020.03)).

The legal guardian of a subscribed minor recognizes and acknowledges that the design and construction of material artifacts inherently carries risks and potential hazards to property, life and limb, and that these hazards are not eliminated because of remote work, or because work is conducted at home.

The legal guardian agrees that the AAHP/FoSPO's hazards mitigation efforts cannot be made to ensure total safety at all times at home. The legal guardian of a subscribed minor agrees to not hold the AAHP/FoSPO liable for such design and construction risks, and/or for their intended or accidental consequences to the subscribed minor, the legal guardian, other family, friends and relations, and associates of any sort.

The legal guardian of a subscribed minor assumes full responsibility for any discomforts or injuries that the subscribed minor may suffer while working from home with AAHP/FoSPO remote educational services.

Legal guardian of a subscribed minor agrees to support AAHP/FoSPO's use of pedagogical means and tools to teach and enhance safety through both safety-based operations and critical, attitudinal awareness.

The legal guardian of a subscribed minor hereby agrees to follow all safety and health directives that AAHP/FoSPO prepares and delivers to legal guardians, including orientation presentations, safety seminars, as well as information presented with posted signage, and/or by verbal or written instructions that the AAHP/FoSPO may deliver via voicemail, email, phone text message, etc.

The legal guardian agrees to ensure, through supervision of the subscribed minor, the minor's compliance with all AAHP/FoSPO safety-centered policies and procedures.

The legal guardian agrees to ensure that the subscribed minor has access to, reads, and abides by

the policies, norms, rules and regulations of the *AAHP/FoSPO Legal Guardian Handbook*, made available online upon subscribing to the AAHP/FoSPO.

The legal guardian acknowledges that the subscribed minor's failure to duly work under AAHP/FoSPO guidance, including all safety guidance, can be detrimental to the subscribed minor's learning experience, affecting the safe and proper understanding of project aims, stage-specific techniques, methods, timing, tooling, etc. Legal guardian agrees to assume responsibility for all such failures.

The legal guardian agrees to ensure that the subscribed minor refrains from developing or completing any stage of project development without AAHP/FoSPO guidance and approval. AAHP/FoSPO reserves the right to disavow any procedure, stage of work, part of a project, or the project as a whole if and when the subscribed minor operates in contradiction to these terms, and to rescind any honors, awards or recognition already granted, or promised, and to terminate the subscription without advance or notice.

The legal guardian hereby acknowledges that AAHP/FoSPO may defer to, and comply with, health, safety and security directives and orders delivered by local, county, state, federal and international authorities, whether in the USA and/or abroad, during emergencies or urgencies. The legal guardian hereby acknowledges that AAHP/FoSPO does not accept responsibility or liability for any consequences that the subscribed minor, legal guardian, and/or other users or third parties may experience at such times, or thereafter.

### **Required Adult Supervision**

AAHP/FoSPO requires that an informed, competent adult supervise the subscribed minor whenever that subscribed minor participates online in real-time with AAHP/FoSPO teaching personnel, and also whenever the subscribed minor works on AAHP/FoSPO projects at home, during their own private time, set aside for home-based work.

The legal guardian agrees to provide competent and informed adult supervision at all times, including periods when the subscribed minor is operating under AAHP/FoSPO through an active subscription, or claims to be participating under an active subscription, though the subscription may have lapsed, and/or when any aspect of the legal guardian's account is under contention.

### **Use of Personal Protection Equipment (PPE)**

AAHP/FoSPO reserves the right to request that the subscribed minor properly utilize certain forms of PPE and in the correct fashion and at the correct time and place, and to properly handle PPEs after use. These may include, but are not limited to, aprons and other safety garments, devices to hold hair back, and away from the eyes and face, safety goggles, earplugs, gloves, etc. AAHP/FoSPO reserves the right to refuse to continue guiding any procedure where the subscribed minor fails to take the suggested measures regarding the use of PPEs, and to disavow

any project should the disputed matter not be resolved in ways that satisfy AAHP/FoSPO safety standards.

### **Material Hazards**

AAHP/FoSPO informs the legal guardian that art and school materials labeled as safe by manufacturers may contain common allergens (examples include, but are not limited to, liquid and solid latex, particulate dust from certain media and materials, and other eye, skin and respiratory irritants); that art and school materials labeled as "non-toxic" or otherwise not marked as potentially unsafe by the manufacturer can nevertheless be hazardous, regardless of how used or stored; that any substance or material may carry obvious or hidden hazards to safety when handled.

Even when determining a substance or material as safe, AAHP/FoSPO is not responsible for consequences the subscribed minor may experience at any time, whether currently, or in the future, for having experienced acute or chronic exposure to any dry or wet substance that the subscribed minor may choose to use to develop a project, in part or in whole, and whether home-made or used as a product made or manufactured by a third party.

Legal guardian acknowledges and agrees that the AAHP/FoSPO cannot be held responsible for the actual or potential hazards that the subscribed minor may encounter, knowingly unknowingly, as part of their project design and construction, and while handled wet or dry, and/or as gaseous or solid chemical substances, such as paints, varnishes, etc.

It is the responsibility of the legal guardian to alert the AAHP/FoSPO in a timely fashion, of any allergies, other medical concerns, and or any physical, mental, or emotional concerns that may affect the subscribed minor's ability to remain safe while working remote with the AAHP/FoSPO, and/or to follow the AAHP/FoSPO project safety and security policies.

The legal guardian hereby agrees to not hold the AAHP/FoSPO responsible for any effects or consequences to any person, other life form, or property that may arise due to the legal guardian's failure to properly disclose to AAHP/FoSPO information concerning the subscribed minor's mental or emotional state, and/or physical needs or limitations, whether or not such matters have been recognized medically.

### **Restrictions to Design & Construction**

To help mitigate potential or actual hazards at all times, AAHP/FoSPO reserves the right to delimit the types of design and construction operations that it supports; to question and contradict any party's claims to safety; to request that any substance, material, instrument, tool, apparatus, or process not be used any further, or at all; that any substance, material, instrument, tool, apparatus, or process be removed from the subscribed minor's workspace.

AAHP/FoSPO reserves the right, at any stage of project development, to refuse to support or

guide any project, if AAHP/FoSPO deems any aspect of that development to be unsafe for any reason.

AAHP/FoSPO reserves the right to not certify any project if and when safety is in contention; to cease to work with and to disavow any subscribed minor for violations of AAHP/FoSPO's safety policy.

AAHP/FoSPO does not endorse any construction process or project finished outside of its programming.

The legal guardian agrees to the AAHP/FoSPO's restrictions to construction, as described in this section, and in what follows. The legal guardian agrees that the subscribed minor will work under the constraints that the AAHP/FoSPO imposes on design and construction in order to mitigate hazards and enhance safety at all times. This includes any period when the minor is working at home off-screen, and/or claims to be participating under an active subscription, though the subscription may have lapsed, and/or when any aspect of the legal guardian's account is under contention.

#### **Restrictions to Action & Procedures**

The AAHP/FoSPO reserves the right to call for immediate halt to certain actions and activities that directly or indirectly drive the construction process, and whether on-screen, or off-screen. Should the AAHP/FoSPO determine that it cannot ascertain the level of knowledge and command necessary to the action at hand, and/or the level of command had by the subscribed minor, the AAHP/FoSPO will approach the legal guardian for clarification and consent in writing.

#### **Restrictions to the Handling of Tools, Instruments & Machinery**

AAHP/FoSPO teaches safe use of tools and instruments at all times. However, AAHP/FoSPO is not responsible for any immediate or future consequences resulting from the subscribed minor's handling of any tool/instruments/machinery, even if determined to be safe by AAHP/FoSPO or any other party.

AAHP/FoSPO acknowledges the legal guardian's right to allow the subscribed minor to proceed with any process or operation under the legal guardian's supervision. The legal guardian agrees to inform the AAHP/FoSPO in a timely manner, and through writing, whenever exercising that right after AAHP/FoSPO raises concerns. The legal guardian agrees that any informed, competent adult who is asked to handle or supervise the instrumentation/tooling/machinery contested by the AAHP/FoSPO cannot be AAHP/FoSPO personnel, whether paid or volunteer.

AAHP/FoSPO reserves the right to request that a subscribed minor not use certain

tools/instruments/machinery; to withdraw support and disavow any project if AAHP/FoSPO safety concerns are not met; to not grant, or to withdraw project certification, if the subscribed minor chooses to continue using the tools/instruments/machinery in question without the legal guardian's clarification and consent delivered in writing to AAHP/FoSPO.

The legal guardian hereby assumes full responsibility for the actions and outcomes of actions that a subscribed minor may engage in, if and when choosing to utilize sharp devices during project development: these may include, but are not limited to, sharp pencil tips, craft knives, scissors, palette knives, etc.

### **Restricting the Handling and Use of Materials & Substances**

AAHP/FoSPO is stringent about proper and safe use of all materials and substances, and for this reason prohibits the subscribed minor from using certain media and substances. These include, but are not limited to: paint thinner, spray paints, airbrushes, spray fixatives (whether used indoors, or outside), glass, electrical gear, and the carrying of objects weighing in total over 8.34 lb./3.78 kg.

AAHP/FoSPO acknowledges the legal guardian's right to allow the subscribed minor to proceed only under the legal guardian's consent and supervision. The legal guardian agrees to inform the AAHP/FoSPO in a timely manner, and through writing, whenever exercising that right. The legal guardian agrees that any informed, competent adult who is asked to handle or supervise the use of materials and substances contested by the AAHP/FoSPO cannot be AAHP/FoSPO personnel, paid or volunteer.

AAHP/FoSPO reserves the right to disavow any procedure, stage of work, part of a project or a project in whole to rescind any honors, and to terminate the subscription without advance or notice if the subscribed minor operates in contradiction to these terms.

### **Proprietary Content of the AAHP/FoSPO**

No user may utilize AAHP/FoSPO-owned property at any time, or in any way, except under this ToU document, and whether that property be material, intellectual, virtual, or procedural, and whether in form, content, or process. No user may share, lend, lease, sell, or otherwise exchange AAHP/FoSPO proprietary content to any third party in any way, without the full knowledge and written consent of the AAHP/FoSPO Director.

AAHP/FoSPO property includes, but is not limited to: the AAHP/FoSPO website, AAHP/FoSPO mobile applications, AAHP/FoSPO printed and spoken word, all imagery and visual design as found in all AAHP/FoSPO layouts, formatting, typography, and palettes, logos, letterhead, watermarks, awards, work training documents, teaching products, user account files, personnel files, all imagery of operations and projects by subscribed minors, and merchandise.

The legal guardian agrees to ensure that the subscribed minor understands and agrees to protect all AAHP/FoSPO proprietary content at all times, including periods of lapsed membership, or if and when any aspect of the legal guardian's account is under contention.

### **Video- and Photo-Documentation of Projects**

AAHP/FoSPO claims no ownership in part, or in whole, of any physical aspect of the subscribed minor's projects while being developed, or once completed, under AAHP/FoSPO.

AAHP/FoSPO reserves the right to video- and photo-document any stage of any subscribed minor's project under development, any part and/or step of any process, and any completed projects, and for archival, pedagogical and portfolio construction purposes; these moving and static images may be taken by either AAHP/FoSPO teaching personnel, and/or by the subscribed minor, or by any other party, and through voluntary action, or at the request of the AAHP/FoSPO.

AAHP/FoSPO reserves the right to edit any such still or moving imagery, and for any reason (such as the elimination of private home settings that may appear in a photo of the work), and to use any such image in its edited state. Non-edited and edited imagery concerning any project by any subscribed minor becomes the property of AAHP/FoSPO, which reserves the right to use such images in promotional, educational, and all other business-related matters. AAHP/FoSPO agrees to not lease, lend, sell, exchange, or otherwise willfully release such imagery to any third party, whether for commercial or non-commercial purposes, without full written consent of the legal guardian, or by the once-minor, who may have turned 18 and are now self-representing.

If presenting the subscribed minor's work for pedagogical or marketing purposes, AAHP/FoSPO agrees to credit the subscribed minor as the author of the work; to present the project under the title and aims that the subscribed minor assigned to it; to reveal only the first name and age of the subscribed minor; to not release additional information about the subscribed minor, unless requested in writing by the legal guardian, or by the former minor, who in the interim may have turned 18 years of age.

### **Youth Employment & Volunteerism Programs Online**

AAHP/FoSPO hires, trains and employs qualified junior staff through two programs. Accepted teens can choose to partake in one, or both:

- AAHP/FoSPO Employment Program for Teens Extraordinaire

This remote employment program offers leadership-in-the-workplace training to select, qualified teens age 14 and up. These formally employed members of the AAHP/FoSPO Junior Staff serve as trained Online Safety Moderators (a Teaching Assistant position), and/or as administrative support, and/or as research assistants.

• AAHP/FoSPO Volunteers Program for Teens Extraordinaire

This remote volunteer program offers leadership-in-the-workplace training to select, qualified teens age 13 and up. These volunteer members of the AAHP/FoSPO Junior Staff serve as trained Online Safety Moderators (a Teaching Assistant position), and/or as administrative support, and/or as research assistants.

The legal guardian of any Young Practitioner who presents candidacy for hire or volunteerism through either or both programs agrees to ensure that the teen abides by all AAHP/FoSPO policies and protocols pertaining to staff.

• Engagement with non-AAHP Venues

The AAHP reserves the right to determine the nature and extent of its participation at any time, if at all, alongside any current or former subscribed minor who presents any AAHP project in any contest, competition, recognition program, display, or other private or public presentation. The AAHP reserves the right to disavow any public or private presentation of any AAHP project in situations that do not align with our ethics and principles.

The legal guardian agrees to inform the AAHP, in a timely manner, of the subscribed minor's intention to submit an AAHP project to any contest, competition, recognition program, display, or other private or public presentation, and in which the AAHP name is featured in any way, including, but not limited to, FoSPO programming, and/or in which the names of AAHP personnel are submitted in any way. In such cases, the legal guardian agrees to secure the written consent of the AAHP Director for the use of any names of private individuals serving in their capacity as AAHP personnel.

## **Section 2: Privacy Policy**

**[Amendments & Updates to this Privacy Policy](#) • [California Privacy Rights Acknowledged](#)  
• [Collecting Information Necessary to Serve Minors](#) • [Collection of Your Information](#) •**

**[Cookies & Tracking Technologies](#) • [Disclosure of Your Information](#) • [How AAHP/FoSPO Uses Your Information](#) • [Options Regarding Your Information](#) • [Retention of Your Information](#) • [Security & Your Information](#) •**

Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the AAHP/FoSPO website, mobile application, or use any of the AAHP/FoSPO's company-owned online platforms and services.

This privacy policy is readily accessible to all users on the AAHP/FoSPO website and mobile application. In addition, a variety of tools on the AAHP/FoSPO website that are accessible only to subscribers also offer live links to this privacy policy.

At AAHP/FoSPO, we respect and protect the privacy of our users, from casual website visitors to subscribed minors. We are especially committed to the privacy of all minors who may visit and/or use our learning tools on the AAHP/FoSPO website.

The AAHP/FoSPO privacy policy details how AAHP/FoSPO collects, uses, discloses, and safeguards your personal information, and that of the minor you represent, whenever you visit the AAHP/FoSPO website, and/or apply for admission on behalf of a minor, and/or accept admissions by subscribing to the AAHP/FoSPO's online educational services.

The AAHP/FoSPO website and AAHP/FoSPO company-owned platforms deliver remote learning services to subscribed minors through our website, and other AAHP/FoSPO company-owned online platforms. The AAHP/FoSPO also delivers remote learning services by contracting with third-party providers who host or serve our, and our user's, operational needs as we present proprietary pedagogical content. Please note that the subscribed minor must access this proprietary content in order to receive the remote learning services that AAHP/FoSPO offers.

AAHP/FoSPO **does not** request, collect, or knowingly accept personal information from any user under the age of 18, whether that information regards the self, or others. AAHP/FoSPO informs and strictly forbids any user under age 18 from using electronic fill-forms on the AAHP/FoSPO website, including website sectors where we collect financial information, and/or the legal guardian's home address, personal email address, phone number/s and/or social media accounts.

As user, you recognize that you must grant consent before AAHP/FoSPO can collect, use, and disclose your information, and/or the subscribed minor's information, so as to allow for all delivery of AAHP/FoSPO products and educational services. This consent is granted when you as legal guardian agree to this privacy policy with your electronic signature as part of an application on the subscribed minor's behalf. This consent remains active throughout subscription until the legal guardian cancels the subscribed minor's subscription.

### **Amendments & Updates to this Privacy Policy**

AAHP/FoSPO reserves the right to make changes to this privacy policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy policy, as posted at the bottom of this ToU. Any changes or modifications will be effective immediately upon posting the updated privacy policy on the AAHP/FoSPO website and other AAHP/FoSPO company-owned platforms. You waive the right to receive specific notice of each

such change or modification.

You are encouraged to periodically review this privacy policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised privacy policy, based on your continued use of the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online.

### **California Privacy Rights Acknowledged**

California Civil Code Section 1798.83, also known as the “Shine the Light” law, permits our users who are residents of California, USA, to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third-parties for direct marketing purposes, and the names and addresses of all third-parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to AAHP/FoSPO using the contact information provided at the bottom of this ToU.

If any user is under 18 years of age, resides in California, USA, and has a registered account with the AAHP/FoSPO website and other AAHP/FoSPO proprietary content, legal guardian has the right to request removal of unwanted data that minor publicly posts on and the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online. To request removal of such data, legal guardian agrees to contact AAHP/FoSPO using the contact information provided at the end of this ToU, and include the email address associated with the account, and a statement that the legal minor resides in California. AAHP/FoSPO will make sure the data is not publicly displayed on the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online. However, please be aware that the data may not be completely or comprehensively removed from all AAHP/FoSPO systems.

### **Collecting Information Necessary to Serve Minors**

AAHP/FoSPO is dedicated to complying at all times with the Children’s Online Privacy Protection Rule (COPPA) of the US Federal Trade Commission, as well as internationally-sanctioned rules affecting the collection and use of information from, or concerning, children.

AAHP/FoSPO does not request, seek, collect, or knowingly accept personal information from any user under the age of 18, whether that information regards the self, or others.

AAHP/FoSPO does not knowingly solicit information from children under the age of 13. We expressly ask the legal guardian of a minor for permission to collect any information necessary to deliver our educational services. If the legal guardian becomes aware of any data purportedly collected by AAHP/FoSPO from children under age 18 without your written consent, please

contact us using the contact information provided at the bottom of this ToU.

AAHP/FoSPO does not request or collect or knowingly accept private email addresses, phone numbers or social media accounts that the subscribed minor may have owned/used prior to their subscription at AAHP/FoSPO. The legal guardian agrees to help the subscribed minor create a AAHP/FoSPO-related email address and a text messaging function; the latter masks the minor's private phone number when communicating with teaching personnel at AAHP/FoSPO.

As legal guardian, you recognize that you must consent before AAHP/FoSPO can collect, use, and disclose the minor's information that allows for all delivery of AAHP/FoSPO educational services. The AAHP/FoSPO's collection of the minor's information is only through the legal guardian. The legal guardian recognizes that some aspects of said information may be disclosed to third-party providers who make the user-to-user communications possible.

The legal guardian retains the right to not consent to such disclosure. However, that would mean that AAHP/FoSPO would not be able to deliver to the minor its online educational services. If you do not consent to such disclosure as legal guardian, you agree that AAHP/FoSPO cannot make available to the subscribed minor its educational services.

The private information collected from the legal guardian about the minor, and for account management purposes, includes the minor's name, birthdate, sex (optional) and age.

AAHP/FoSPO requires this information in order to deliver all educational services through remote learning on platforms such as Zoom and Google Hangouts, for example, and through dedicated channels for texting of project-centered content, and through proprietary interactive forms that the subscribed minor completes every week as part of mandatory homework.

AAHP/FoSPO expressly prohibits the sharing of all content from/to the minor and from/to the Instructor/Project Supervisor, except for photos, videos and texts that directly and fully concern the project that the subscribed minor is developing at AAHP/FoSPO.

Legal guardian agrees that all communication channels between AAHP/FoSPO and the subscribed minor must be newly created through AAHP/FoSPO website protocols, and must operate under permissions that the legal guardian grants us, in order to render educational services to the minor.

AAHP/FoSPO administrators can only access a minor's AAHP/FoSPO-related email upon creating your user account, and then only to guide the creation and activation of a AAHP/FoSPO-related email account for the subscribed minor. Thereafter, only AAHP/FoSPO authorized and trained teaching staff, whose names will be disclosed to you at all times, may engage with the minor through text messaging services that mask the minor's private phone number, as well as AAHP/FoSPO-related emails only.

Legal guardian agrees to ensure that the subscribed minor use AAHP/FoSPO-related communications channels only for AAHP/FoSPO related matters, and to not share any AAHP/FoSPO passwords or means of access to proprietary AAHP/FoSPO content or processes with any third-party at any time, whether actively subscribed, or post-subscription.

As legal guardian, you agree to ensure that you and the subscribed minor cease using these channels when no longer subscribed to AAHP/FoSPO.

AAHP/FoSPO recognizes the legal guardian's rights, including the right to avoid disclosure of more information about minors (and including, for international legal purposes, children under the age of 13) than is necessary to enable the AAHP/FoSPO's opening and management of the account, and to deliver its educational series. Legal guardian has the right to refuse to provide information about a minor, and to review information that has been submitted to AAHP/FoSPO about the minor.

The legal guardian has the right at all times to full access to the subscribed minor's AAHP/FoSPO-related email and AAHP/FoSPO-related text messaging channel, and to access all sectors of the website that are password protected and available only to subscribed minors. AAHP/FoSPO is not responsible for outcomes that relate to any condition of the minor, or circumstances surrounding the minor, that the legal guardian chose to not disclose to AAHP/FoSPO.

### **Collection of Your Information**

For subscription purposes, AAHP/FoSPO collects personal information from the legal guardian (emergency contact, optional) in order to create and manage all necessary user accounts, and to obtain the legal guardian's consent to deliver pedagogical services to the minor.

We may collect information about you in a variety of ways, including, but not limited to, your use of the AAHP/FoSPO website, your use of the third-party providers we use to serve subscription services and other communication platforms, etc. The information we may collect on the AAHP/FoSPO website, and other AAHP/FoSPO company-owned-owned platforms online, are covered by this privacy policy. Please note that this privacy policy covers only the AAHP/FoSPO website and other AAHP/FoSPO company-owned-owned platforms; we have no control over the privacy policies of third-party service providers. When we contract with a third-party provider, we disclose the contact information for that provider, and urge you to review their policies.

The information that AAHP/FoSPO and our third-party providers may collect from you, and which may concern the subscribed minor, may include:

### **Personal Data**

AAHP/FoSPO collects personally identifiable information, such as your name, billing and shipping address, email address, and telephone number. AAHP/FoSPO remains blind to the credit card information you may present, but such information is processed by our credit card service providers, Authorize.net and Wu commerce. For pedagogical services, we also collect demographic information on (but not from) the minor you may subscribe to AAHP/FoSPO, such as name, age, gender (optional). This information also includes the new AAHP/FoSPO-specific

email account that you voluntarily consent to let the minor create, using the minor's preferred email service, and then present to us, in order to register with the AAHP/FoSPO website's interactive sectors for subscribed minors, and to use other AAHP/FoSPO company-owned platforms.

As legal guardian, you are under no obligation to provide us with personal information of any kind. However, your choice may prevent you from accessing necessary features that enable the delivery of AAHP/FoSPO products and remote learning services, as made available through the website and other AAHP/FoSPO company-owned content online, as supported by third-party service providers.

### **Derivative Data**

The information that our servers automatically collect when you access the website, include, but are not limited to, your and/or the minor's IP address, browser type, operating system, access times, and the pages viewed directly before and after accessing the website. If you use the AAHP/FoSPO mobile application, this information may also include your device name and type, your operating system, your phone number, your country and other geolocation information, your likes and replies to a post, and other interactions with the application and other users via server log files, as well as any other information you choose to provide.

### **Contact Information**

We collect personal contact information that you choose to voluntarily disclose in order to subscribe and receive AAHP/FoSPO online services. This can also include contacts for other individuals who you may choose to list as your emergency contacts, and which we suggest you do list, in order to better serve the health and safety of an applicant or subscribed minor.

You have rights to access this information as held by AAHP/FoSPO, to request modification of this information, and to request that such information, in part or in whole, not be retained by AAHP/FoSPO. You recognize that AAHP/FoSPO has no control over the user rights that a third-party provider may or may not support.

### **Financial Data**

AAHP/FoSPO collects from its buyers and legal guardian's financial information, such as data related to the user's payment method (for example, credit card numbers, card brand, expiration date) when you purchase subscriptions, order, return, exchange merchandise, or request information about our services through the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online. We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment system vendors, Authorize.Net, and Wu Commerce. We encourage you to please review their privacy policy and contact them directly for responses to your questions.

### **Facebook Permissions**

The AAHP/FoSPO website and other AAHP/FoSPO company-owned content online may, by default, access your Facebook and other social media basic account information, including your name, email, gender, birthday, current city, and profile picture URL, as well as other information that you choose to make public.

AAHP/FoSPO may also request permission related to your social media accounts, and for the minor subscribed to AAHP/FoSPO, regarding friends, check-ins, and likes. You may choose to grant or deny AAHP/FoSPO access to each individual permission. For more information regarding Facebook permissions, refer to Facebook's Permissions Reference page.

### **Data from Social Networks**

User information from social networking sites, such as Apple's Game Center, Facebook, Google+, Instagram, Pinterest, Twitter, etc., may provide your private information, including your name, your social network username, location, gender, birth date, email address, profile picture, and public data for contacts, if and when the user connects any AAHP/FoSPO accounts to such social networks. If you are using our mobile application, this information may also include the contact information of anyone you invite to use and/or join our mobile application.

### **Mobile Device Data**

Device information, such as your mobile device ID, model, and manufacturer, and information about the location of your device, may be collected if you access the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, and from a mobile device. This information is collected for both you and the subscribed minor.

### **Third-Party Data**

We may collect information from third-parties, such as personal information or network friends, if you connect your AAHP/FoSPO accounts to the third-party, and if you grant the website and other AAHP/FoSPO company-owned content online permission to access this information.

### **Data from Contests, Giveaways, and Surveys**

AAHP/FoSPO may also collect personal and other information about any user over age 18, including the legal guardian of the subscribed minor when entering contests or giveaways and/or responding to surveys.

AAHP/FoSPO may request that the subscribed minor voluntarily respond to surveys designed to help AAHP/FoSPO improve its pedagogy. At such times, AAHP/FoSPO will deliver the survey to, and in-care-of the legal guardian, who may, at such time, choose to provide or not provide

requested information about the minor.

### **Mobile Application Information**

AAHP/FoSPO may collect personal and other information about any user who connects to AAHP/FoSPO using our mobile application.

### **Geo-Location Information**

AAHP/FoSPO may request access, or permission to track, location-based information from your mobile device, either continuously, or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.

### **Mobile Device Access**

AAHP/FoSPO may request access or permission to certain features from your mobile device, including your mobile device's (Bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage, and other features). If you wish to change AAHP/FoSPO access or permissions, you may do so in your device's settings. Please note that the subscribed minor's use of a phone camera for all projects and text messaging is essential and necessary to engage with AAHP/FoSPO educational services.

### **Mobile Device Data**

AAHP/FoSPO may collect device information from users (such as your mobile device ID, model and manufacturer), operating system, version information and IP address. This includes the mobile device the subscribed minor may use with AAHP/FoSPO as a learning tool.

### **Push Notifications**

AAHP/FoSPO may send you push notifications regarding your account or the AAHP/FoSPO's mobile application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings. However, these notifications may be necessary in order to allow the subscribed minor to engage with AAHP/FoSPO under our pedagogical protocols.

## **Cookie Policy & Tracking Technologies**

AAHP/FoSPO may use cookies, web beacons, tracking pixels, and other tracking technologies on the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online to help customize and other AAHP/FoSPO company-owned content online to improve your experience. The AAHP/FoSPO website uses cookies to enhance your user experience and to help the AAHP/FoSPO better manage our products and services for you. As user, you agree to this policy if and when wishing to access and use the AAHP/FoSPO website.

When you access the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, your personal information is collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, including all our pedagogical services offered to the subscribed minor.

You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis. Again, be aware that such action could affect the availability and functionality of the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, including all our educational services offered to the subscribed minor.

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online to help customize and improve all users' experience. By using the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, you agree to be bound by our Cookie Policy.

This Cookie Policy explains what cookies are, the different types of cookies, and how AAHP/FoSPO uses them when you visit our website. By visiting our website, you consent to our use of cookies and similar technologies as described in this Cookie Policy.

### **What are cookies, and why does AAHP/FoSPO use them?**

Cookies are text files, containing small amounts of information, that are downloaded to your browsing device (such as a computer, mobile device or smartphone) when you visit some websites, including the AAHP/FoSPO website.

Cookies help websites know if the browsing device has visited them previously and help improve the functionality of the services provided on the website. For example, every time you visit such a site you can be logged in automatically, and the website will remember your preferences. Some cookies are associated with your account and personal information, while others are not.

Both first-party cookies and third-party cookies (described below) can serve a number of different functions, such as tracking, marketing and directed advertising. In addition to using cookies we may also use other automated means of data collection similar to cookies, such as "clear gifs", flash cookies and pixels, and when we refer to cookies in this Cookie Policy we're

referring to cookies and such other automated means.

### **What are the different types of cookies?**

AAHP/FoSPO uses both "first-party cookies" and "third-party cookies". First-party cookies are cookies that belong to AAHP/FoSPO, whereas third-party cookies are cookies that another party places on your browsing device through our website. Third-party cookies will generally be providing a service to AAHP/FoSPO, but we cannot control how those third-party cookies are used. Please visit the third-party's website for more information on how they use cookies. In addition, please note that the parties that set third-party cookies can recognize your computer both when it visits our website and when it visits certain other websites or mobile applications.

In addition, AAHP/FoSPO may use both "sessions cookies" and "persistent cookies". Session cookies are only stored on your device during a single browsing session to the site and are automatically deleted when you close your browser. Persistent cookies remain on your device until they are set to expire or until you or your browser delete the cookies.

For these purposes, AAHP/FoSPO may use the following categories of cookies on our website:

- **Mandatory Cookies.** These enable you to move around this site and use its features. Without these cookies, services that are necessary for you to be able to use our website, such as ensuring that you stay logged on or remembering what is in your shopping basket, cannot be provided.
- **Tracking Cookies.** These cookies collect information about how visitors use the website, such as which pages visitors go to most often and if they receive error messages from web pages. Please note that when at the AAHP/FoSPO website, it is possible that third-party services may place their own cookies on your browser, and such services can only be used if their cookies are not disabled. As a result, the specific cookies cannot be disabled.
- **Third-Party Cookies.** These cookies that are placed on your browsing device by a third-party can be managed by checking the third-party's website for more information about cookie management and how to "opt-out" of receiving cookies from them.

Please note that if you set your browser to disable cookies entirely you will not be able to access secure areas of the AAHP/FoSPO website and may experience some or total loss of function in the services we provide.

### **Controls for Do-Not-Track Features**

Most web browsers and some mobile operating systems, and our mobile applications, may include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected.

No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, AAHP/FoSPO does not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy policy. If you set the DNT signal on your browser, we will respond to such DNT browser signals. However, please know that this action may interfere with or disable our product and service delivery to you.

### **Internet-based Advertising**

AAHP/FoSPO may use third-party software to serve ads on the AAHP/FoSPO website and other AAHP/FoSPO company-owned platforms online, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimize all User's online experience with us. For more information about opting-out of interest-based ads, visit the [Network Advertising Initiative Opt-Out Tool](#) or [Digital Advertising Alliance Opt-Out Tool](#).

### **Third-Party Websites**

The AAHP/FoSPO website and other AAHP/FoSPO company-owned content may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you, as user, have used these links to leave the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, the information you provide to these third-parties is not covered by this privacy policy, and AAHP/FoSPO cannot guarantee the safety and privacy of your information or that of the minor.

Before visiting and providing any information to any third-party websites, please inform yourself of the privacy policies and practices (if any) of the third-party responsible for that website, and take those steps necessary to, in your discretion, protect the privacy of your information and that of the minor. AAHP/FoSPO is not responsible for the content or privacy and security practices and policies of any third-parties, including other sites, services or applications that may be linked to or from the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online.

### **Website Analytics**

AAHP/FoSPO may also partner with selected third-party vendors, such as [Google Analytics](#) and others, to allow tracking technologies and remarketing services on the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, so as to determine the popularity of certain content and better understand online activity. By accessing the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, you consent

to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can visit the third-party vendor or the [Network Advertising Initiative Opt-Out Tool](#) or [Digital Advertising Alliance Opt-Out Tool](#).

You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.

## **How We Use Your Information**

BSSC does not sell or share in any way your information or the information you provide for the subscribed minor to any third-party other than the third-party providers that make our service offerings and delivery possible (see, for example, our Cookies Policy). These third-parties are listed by name at relevant sections of this privacy policy. In such cases, the AAHP/FoSPO only shares with said third-party providers the very minimum information necessary to enable our services, as described in the application and subscription literature AAHP/FoSPO publically posts here in this ToU, on its website, and elsewhere.

Having accurate information about you also permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected via the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online to:

- Create and manage your account.
- Deliver all educational content to the subscribed minor.
- Enable all other user-to-user communications.
- Email you regarding your account or order.
- Fulfill and manage purchases, orders, payments, and other transactions related to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online.
- Administer sweepstakes, promotions, contests and discounts.
- Assist law enforcement and respond to subpoena.
- Compile anonymous statistical data and analysis for use internally or with third-parties.
- Deliver to you targeted advertising, coupons, newsletters, and other information regarding promotions and other AAHP/FoSPO company-owned content.
- Generate a personal profile about you to make future visits to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online more personalized.
- Increase the efficiency and operation of the website and other AAHP/FoSPO company-owned content online.
- Monitor and analyze usage and trends to improve your experience with the

AAHP/FoSPO website and other AAHP/FoSPO company-owned content online.

- Notify you of updates to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online.
- Offer new products, services, mobile applications, and/or recommendations to you.
- Perform other business activities as needed.
- Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
- Process payments and refunds.
- Request feedback and contact you about your use of and other AAHP/FoSPO company-owned content online.
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.
- Send you a newsletter and giveaways.
- Solicit support for and other AAHP/FoSPO company-owned content online other company-owned content.

### **Disclosure of Your Information**

AAHP/FoSPO may share information we have collected about you and your subscribed minor in certain situations. Your information may be disclosed as follows:

#### **By Protect AAHP/FoSPO Rights, or by Law**

AAHP/FoSPO reserves the right to disclose your information if we believe the release of information about you and/or your minor, who may be applying for admission to AAHP/FoSPO, and/or become a subscribed minor, is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others.

AAHP/FoSPO may share your information as permitted and/or required by any applicable public law, such as court-issued subpoenas and warrants. This includes exchanging information with other entities for fraud protection and credit risk reduction.

#### **If Witnessing a Potentially Hazardous Situation or Actual Emergency During Online Interactions with the Subscribed Minor**

AAHP/FoSPO reserves the right to provide your and/or the minor's contact information to public authorities serving security and safety, such as 911 switchboards, other publically authorized first aid and rescue outfits, and/or police and fire departments, should we deem that a minor is in a potentially hazardous situation, or facing an actual emergency, such as, but not limited to, choking, diabetic shock, asthma attack, etc., while engaged online with the AAHP/FoSPO teaching staff. AAHP/FoSPO reserves the same right if witnessing any hazardous situation or emergency online affecting any other individual in the subscribed minor's surroundings.

#### **If Necessary to Implement AAHP/FoSPO Policies**

Your private information may be disclosed to legal authorities in any jurisdiction around the world during the activation of AAHP/FoSPO policies that address [harassment](#), [conflict resolution](#), other grievances reported through the AAHP/FoSPO [Grievance Report](#), and any [termination of any subscription](#) under grievance held by any party.

In addressing any conflict between any individuals or groups operating under, or through, AAHP/FoSPO operations, AAHP/FoSPO may activate its [Conflict Resolution Protocol](#). Activation of said Protocol may involve disclosure of the identity of any personnel, legal guardians, subscribed minors, or other users liable of being affected by the reported conflict.

### **Third-Party Service Providers**

AAHP/FoSPO may share your information with third-parties that perform necessary services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

### **Marketing Communications**

With your consent, or with an opportunity for you to withdraw consent, we may share your information with third-parties for marketing purposes, as permitted by law.

### **Interactions with Other Users**

If you, as user, interact with other users of the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, those users may see your, or the minor's name, profile photo, and descriptions of your activity, including sending invitations to other users, chatting with other users, liking posts, following blogs. Other, such as AAHP/FoSPO teaching staff, online security staff, and other subscribed minors may see your subscribed minor participating live online with AAHP/FoSPO pedagogy and learning activities through real-time audio/video platforms such as [Zoom](#), [Google Hangouts](#), and other lawful platforms. For more information regarding these service's own privacy policies, please contact them directly.

### **Online Postings**

When you or your minor publically post comments, photos of projects, and other contributions or other content to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, your posts may be viewed by all users and may be publicly distributed outside the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, and in perpetuity, with AAHP/FoSPO having no control over such actions.

AAHP/FoSPO reserves the right to post photos, videos and descriptive information about the subscribed minor's projects; at such times, only the subscribed minor's name will be revealed as designer and builder, and only through the presentation of the minor's initials, unless the legal guardian requests, in writing, that AAHP/FoSPO post the subscribed minor's name in full.

### **Third-Party Advertisers**

AAHP/FoSPO may use third-party advertising companies to serve ads when you visit the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online. These companies may use information about your visits to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online, as well as and other websites that are contained in web cookies in order to provide advertisements about goods and services of interest to you.

### **AAHP/FoSPO Associates**

AAHP/FoSPO may share user information with our associate company, the Academy of Art of Highland Park, Inc. (AAHP). In all such cases, we will require those associates to honor this privacy policy.

### **Business Partners**

We may share your information with our business partners to offer you certain products, services or promotions.

### **Offer Wall**

Our mobile application may display a third-party hosted “offer wall.” Such an offer wall allows third-party advertisers to offer virtual currency, gifts, or other items to users in return for acceptance and completion of an advertisement offer. Such an offer wall may appear in our mobile application and be displayed to you based on certain data, such as your geographic area or demographic information. When you click on an offer wall, you will leave our mobile application. A unique identifier, such as your user ID, will be shared with the offer wall provider in order to prevent fraud and properly credit your account.

### **Social Media Contacts**

If you connect to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online through a social network, your contacts on the social network may see your name, profile photo, project photos, and descriptions of your AAHP/FoSPO-related activity.

### **Other Third-parties**

We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third-parties for marketing purposes, as permitted by law.

AAHP/FoSPO is not responsible for the actions of third-parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third-parties, you

are responsible for contacting the third-party directly.

### **Sale or Bankruptcy of the AAHP/FoSPO**

If AAHP/FoSPO reorganizes or sells all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information and that of the subscribed minor to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third-party. You acknowledge that such transfers may occur and that the transferee may decline to honor commitments we made in this privacy policy.

## **Options Regarding Your Information**

### **Account Information**

You may, at any time, review or change the information in your account or terminate your account by using the [Interruption/Withdrawal Form](#) located in the drop-down menu on the navigation bar of the AAHP/FoSPO website.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to create internal business data, prevent fraud, troubleshoot problems, assist with any in-house or other investigations you may request, enforce this ToU, and/or comply with legal requirements.

In order to re-subscribe to the AAHP/FoSPO website and other AAHP/FoSPO company-owned content online after having closed the account, you may need to enter the admissions process again to re-create the data needed to hold a AAHP/FoSPO user account.

### **Emails and Communications**

If you no longer wish to receive correspondence, text message alerts, emails, or other communications from AAHP/FoSPO, you may opt-out by:

- Noting your preferences at the time you register your account with and other AAHP/FoSPO company-owned content online.
- Contacting us in writing about your latest preferences. AAHP/FoSPO reserves the right to refuse to make numerous, ongoing changes to your account preferences noted through such requests.

Please note that the disabling of such means of communications while holding an active subscription will not allow the subscribed minor to access the AAHP/FoSPO educational services.

If you no longer wish to receive correspondence, emails, or other communications from third-parties connected in any way with AAHP/FoSPO service creation and delivery, you, as user, are responsible for contacting the third-party directly.

## **Retention of the User's Information**

The AAHP/FoSPO website collects personal information from the legal guardian (and through that legal guardian, information for an emergency contact, though this is optional), and in order to create and manage all necessary user accounts, and to obtain the legal guardian's consent to deliver pedagogical services directly to the minor. The collected personal information for both the legal guardian and the subscribed minor will be deleted upon the written request of the legal guardian using the AAHP/FoSPO website's [Interruption/Withdrawal Form](#), or after a reasonable amount of time, if no further consent is given.

## **Security & Your Information**

AAHP/FoSPO uses administrative, technical, and physical security measures to help protect our user's personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, AAHP/FoSPO cannot guarantee complete security if you provide personal information for yourself and any other user.

## **Section 3: Subscription Services**

[Definition of Subscription](#) • [Pre-scheduled Refunds](#) • [Subscription Charges](#) • [Subscription Cycle](#) • [Subscription Rates](#) • [Subscription Rates, Changes to](#) • [Subscription Rates, Discounts to](#) • [Subscription Service Fees](#) • [Switching Learning Tracks](#) • [Temporary Suspension of Subscription](#) • [Terminating a Subscription](#) • [Updating User Accounts](#) •

### **Definition of Subscription**

The subscription is the financial agreement between the legal guardian and AAHP/FoSPO.

To gain access to AAHP/FoSPO educational services for a young practitioner, the legal guardian purchases a serial subscription. The subscription is operationalized as a recurring, automated monthly charge paid by the legal guardian to the AAHP/FoSPO. Legal guardian agrees that their method of payments is charged only once per month, and for each month (excluding posted holidays and posted closures) of access to AAHP/FoSPO educational services, and in advance of the given month.

The monthly subscription grants the subscribed minor access to their weekly scheduled class

slot, as well as 24/7 access to the Student Zone, where the minor can access online tools that offer extra support and guidance.

AAHP/FoSPO reserves the right to void a subscription at any time, and without advance notice or procedure, if and when any user of any age violates the terms presented in this ToU, and/or if any portion of an account, including, but not limited to subscription, remains in arrears, or in contention, and if other matters cannot be resolved to mutual satisfaction.

### **Pre-Scheduled Refunds**

As a subscription's monthly charges are recurring and automatic, scheduled refunds will be made to the legal guardian's payment method on file for any holidays and closures posted by the AAHP/FoSPO. These pre-scheduled reimbursements are issued on the first week of any month featuring any such postings. For details, click on the [AAHP/FoSPO 2020-2021 Chart of Pre-Scheduled Reimbursements](#).

### **Subscription Charges**

The user's account includes the subscription and other fees, as posted on the website and indicated in this ToU. The AAHP/FoSPO charges the user's account electronically, through online services provided by Authorize.net and other third-party vendors.

To activate the subscription, the legal guardian agrees to provide a valid credit card/debit card, which will be processed through the secure server operated by Authorize.net and other third-party vendors (see Subscription page on the AAHP/FoSPO website).

The user's account will be automatically charged a one-time service fee of \$3.00 for every new credit/debit card submitted electronically. This service fee validates the legal guardian's credit card/debit card in advance of subscription activation.

Legal guardian recognizes and accepts that AAHP/FoSPO does not have control over bank charges to any domestic or international transactions.

### **Subscription Cycle**

The AAHP/FoSPO subscription is charged on the last day of the month, and the subscribed minor's access to educational services online begins on the first of the month following. All subscription charges recur on a monthly basis, and are based on the legal guardian's chosen learning track.

The legal guardian agrees to make the first online subscription payment for the month following acceptance of admissions. This action activates the AAHP/FoSPO's delivery of educational services, which will continue until the closing of the account/subscription. The subscribed minor

can access all educational offerings as of the 1<sup>st</sup> of the month following acceptance of admissions, though actual interactions may occur later in the week, if the 1<sup>st</sup> is a posted holiday, or if it falls inside an already-posted AAHP/FoSPO recess.

## **Subscription Rates**

Subscription rates may vary based on different program offerings. AAHP/FoSPO agrees to publicly post up-to-date [subscription rates](#) on its website at all times.

## **Subscription Rates, Changes to**

The AAHP/FoSPO agrees to openly post all extant subscription rates on its website, and to not apply any *unannounced* increases to subscription rates and/or other fees to any already-existing user account.

AAHP/FoSPO reserves the right to change subscription rates and any fees at any time. AAHP/FoSPO will post on its website new rates at least 30 days in advance of the charge date for the month when the new rates are set to apply. AAHP/FoSPO agrees to also announce its new rates via email to all user accounts under the said time frame.

Legal guardian agrees that their ongoing subscription will run under the new rates when they go into effect, if not terminating the subscription.

## **Subscription Rates, Discounts to**

A subscription may be eligible for a discount or promotion. AAHP/FoSPO reserves the right to issue no more than one discount at a time to any given subscription. Legal guardian agrees that discounts cannot be combined with other offers. The legal guardian will receive the highest discount for which the account is eligible.

### Loyalty Discount (5% off any single subscription)

- AAHP/FoSPO offers this discount to any subscribed minor previously enrolled in live studio at the Academy of Art of Highland Park (AAHP), an associate studio of the AAHP/FoSPO. The Loyalty Discount is activated immediately upon subscription.

- AAHP/FoSPO also offers this discount to any subscribed minor who has held a subscription in good standing for six continuous months. This discount activates on the 7<sup>th</sup> month of continuous subscription.

The Loyalty Discount remains valid without interruption while the subscription remains active, and so long as the user account remains in good standing, and so long as the subscribed minor remains in good standing with all other AAHP/FoSPO programming and policies.

Family Discounts (5% off any single subscription for each family member)

AAHP/FoSPO offers this discount to each of two or more family members from the same household registered as subscribed minors during the same span of time, and so long as any account remains in good standing.

Junior Staff Member Discount (5% off any single subscription)

AAHP/FoSPO offers this discount to any AAHP/FoSPO Junior staff member (teen, ages 14-17) who works for pay, or who volunteers (ages 13 and up) at least three hours per week, and who remains in good standing with all polices that bear on employment at the AAHP/FoSPO.

Referral Rebate (\$20)

AAHP/FoSPO offers this rebate to any account when the subscription holder refers a friend to AAHP/FoSPO. The rebate is issued to the referring party's credit card/debit card on the next month after the new party subscribes, and that subscription lasts at least one month.

Forfeiture of Discounts & Rebates:

The AAHP/FoSPO reserves the right to cancel any discount or rebate to any subscription if the legal guardian and/or the subscribed minor fail/s to comply with this ToU in full.

The legal guardian agrees to also forfeit any applicable discount or rebate if and when his or her account

carries an open balance for any and all charges past a seven day grace period.

**Subscription Service Fees**

AAHP/FoSPO reserves the right to apply, and the legal guardian agrees to, an administrative fee of \$15 to the legal guardian's account, and for each incident, of any of the following scenarios: failure to notify the AAHP/FoSPO Accounting Desk of a temporary interruption of classes less than five business days prior to the desired stop date; problems with expired credit cards/debit cards that exceed a seven days grace period other failures to properly pay charges, etc.

If contentions are not settled in a mutually satisfactory manner within a given grace period, the legal guardian agrees to forfeit delivery of educational services to the subscribed minor, and agrees that the subscribed minor will not have access to the Construction Zone until all pending fees have been paid in full.

Legal guardian agrees that failure to pay any applicable service fees will result in loss of any discount that the subscribed minor may have been eligible for, up to and including August 30 of any year; legal guardian can reclaim any applicable discount, per this ToU document, during the annual September launch of the new Studio Year.

AAHP/FoSPO service fee charges to the legal guardian or user's account may include, but are not

limited to, the following:

- administrative fee to validate and activate any new credit card (for current fees Rate & Discounts page of the website)
- other service fees, such as, but not limited to: failure to notify the AAHP/FoSPO Accounting Desk, per this ToU document, of interruption of class or termination of subscription in a timely fashion; problems with an expired credit card; other failures to properly pay accounts; other failures to properly pay add-on services; and/or other failures to properly pay costs of merchandize items purchased from the AAHP/FoSPO.

### **User Management of Accounts & Subscriptions**

The legal guardian agrees to assume responsibility for submitting the minor's application; for notifying the AAHP/FoSPO of the decision to accept or decline admissions, if admission is granted; for activating and sustaining the minor's subscription and all account-related matters with AAHP/FoSPO, and for collaborating with the AAHP/FoSPO in managing the account. The legal guardian also agrees to assume responsibility for attending to the minor's health, safety, and well-being during all educational engagements with the AAHP/FoSPO.

On certain occasions, the subscribed minor may reach legal age (18 years) while still subscribed to AAHP/FoSPO. The legal guardian agrees that, at such times, this ToU will continue to apply in full to all parties, so long as said legal guardian continues to hold the account on the subscriber's behalf.

AAHP/FoSPO recognizes as being in good standing only those subscribed minors who comply with the safety and technical regulations of the AAHP/FoSPO. Excluded are those minors with lapsed subscriptions, or pending subscriptions, or not subscribed while yet participating in AAHP/FoSPO educational products and services. At such times, the account will be charged on a prorated basis for the total number of days that the subscribed minor accessed educational services while not subscribed.

### **Temporary Suspension of a Subscription**

For absences and interruptions longer than one week, the legal guardian can choose to temporarily suspend a minor's existing subscription at any time, and for no more than a one-month period; the legal guardian can establish the start and end dates that define the up-to one-month span. The legal guardian agrees to submit the request using the AAHP/FoSPO [Temporary Subscription Interruption Form](#).

Legal guardian agrees that suspensions are not counted by the day, but by the seven-day weekly unit.

In requesting a temporary suspension of a subscription, the legal guardian establishes that the minor will return to all scheduled educational programming within one month from the date when the suspension becomes active. In accepting the request for temporary suspension, AAHP/FoSPO will issue a refund for the length of the interruption, based on one-week (seven day) units, less a \$15 service charge. Refunds are scheduled for the first week of the month after the suspension period.

During the period of suspension, the AAHP/FoSPO will temporarily suspend delivery of educational services to the subscribed minor, while yet reserving the subscribed minor's seat. Legal guardian agrees to relinquish the subscribed minor's seat if the subscribed minor does not resume their participation immediately after the period that defines the temporary suspension.

If the minor's subscription remains inactive for more than one month, the AAHP/FoSPO reserves the right to end the subscription without further notice, and to fill the seat with another admitted and accepting teen.

During the temporary suspension, the subscribed minor will not be barred from entry to the online Construction Zone at AAHP/FoSPO. However, the legal guardian agrees that the subscribed minor is not to use the AAHP/FoSPO Weekly Work Plans, to not attempt consultations with any Project Supervisor, and to not attend the weekly gatherings at Sophie's Garage or at O Caca!, as these educational services are offered only under active subscriptions.

Legal guardian agrees to the following: that the subscribed minor will not work on any artifact being developed under subscription; that anything designed or built during the temporary suspension risks not being sanctioned by the AAHP/FoSPO. The AAHP/FoSPO reserves the right to reject a project that has been developed without AAHP/FoSPO guidance, and the artifact will not be eligible for AAHP/FoSPO certification or other honors.

The legal guardian may re-activate any subscription terminated by the AAHP/FoSPO for having been inactive for more than one month. Legal guardian agrees to do so by completing and submitting a AAHP/FoSPO [Subscription Re-activation Form](#). However, the seat may have been taken. Legal guardian agrees that, in such cases the, re-subscribed minor may need to enter the Waiting List and be subject to the protocols that define said list.

Failure to notify the AAHP/FoSPO of the subscribed minor's absence across any week will not be reimbursed.

## **Terminating a Subscription**

The legal guardian may cancel a subscription at any time; the subscription will end on the last day of the month. If and when terminating a subscription, the legal guardian agrees to do so by completing and submitting the electronic [Subscription Termination Form](#) by the 21<sup>st</sup> of the month.

Legal guardian agrees that if submitting the [Subscription Termination Form](#) past the 21<sup>st</sup> of the month, the charge for the next month may still go through. AAHP/FoSPO agrees to reimburse this charge, less a \$15 administrative fee. AAHP/FoSPO agrees to issue the reimbursement to the legal guardian within the first week of the following month.

Though optional, AAHP/FoSPO strongly urges the legal guardian to plan a subscription termination so that the subscribed minor can complete any design project still under development, and in order to submit the completed artifact for AAHP/FoSPO certification. Legal guardian hereby recognizes and accepts that AAHP/FoSPO project certification is not automatic; it is granted only if completed under subscription to the AAHP/FoSPO, and only if the project meets the AAHP/FoSPO's criteria, as posted on the AAHP/FoSPO website, and in the AAHP/FoSPO User's Manual for the Young Practitioner. AAHP/FoSPO reserves the right to not endorse any construction process or artifact that is finished outside of its programming.

## **Updating Your User Accounts**

The legal guardian hereby agrees to address all account questions and concerns to the AAHP/FoSPO

Accounting Desk via email, phone text message, or phone call. If calling live from outside the eastern seaboard, USA, please note that time zones may affect the handling of your call.

The legal guardian agrees that AAHP/FoSPO cannot accept verbal reports concerning changes to the legal guardian's accounts, and/or regarding matters affecting attendance, contact information, credit card numbers, card expirations dates, etc. Legal guardian agrees to inform AAHP/FoSPO of any such changes by email, text or official submission form, where indicated.

**SAFETY NOTICE!** It is especially important that the legal guardian submit any changes to the emergency contact/s promptly. AAHP/FoSPO personnel will need to immediately attempt to contact those individuals listed as emergency contacts, should we witness an emergency or urgency affecting the subscribed minor.

## **Unannounced Changes to the Legal Guardian's Payment Information**

Legal guardian understands and agrees that if the payment method on file at AAHP/FoSPO is declined once a subscription has been activated, the subscribed minor's access to AAHP/FoSPO educational services will enjoy a grace period of seven days. During this grace period, the

subscribed minor will still be given access to AAHP/FoSPO educational services and served in good faith. If a new form of payment has not been submitted within those seven days, however, AAHP/FoSPO reserves the right to then terminate the subscription; legal guardian hereby agrees to relinquish the minor's seat.

If wishing to continue with a new subscription, the legal guardian agrees to re-activate the former subscription using the AAHP/FoSPO [Subscription Re-activation Form](#). Legal guardian recognizes that a re-activation may possibly place the teen's name on the AAHP/FoSPO Waiting List until another seat re-opens.

The legal guardian wishing to re-activate the subscription with a new or updated payment method agrees that this will entail completion and submission of the AAHP/FoSPO [Subscription Re-activation Form](#) within seven days of the payment failure, and in order to allow AAHP/FoSPO to update the account. A re-activation fee of \$15 applies (See subscription Service Fees, above).

**ToU last updated:** December 20, 2020

**Contact Us:**

If you have questions or comments about this document, please contact us at:

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Highland Park, NJ, USA 08904  
email: FoSPO@artacademynj.com

# End of ToU