

# 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 defines and delimits the relationship of AAHP Users with the AAHP's programming in live studio, field studio, all online programs, outings and special events. Ongoing programming includes:

- Live studio at the AAHP premises
- Foundations of Studio Practice Online (FoSPO)
- Portfolio Prep Program Online (P3.O)

### Definitions of Terms Used in this ToU

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

The acronym **AAHP** 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.

**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.

**Enrollment** refers to any relationship between the AAHP and any matriculated or subscribed User.

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

**Online learning space** defines the proprietary online spaces and content that AAHP and all Users use to engage in AAHP-designed learning experiences, including, but not limited to, the AAHP

website, and the AAHP's mobile application.

**Pedagogy Group** defines the set of AAHP teaching personnel in charge of creating, delivering and overseeing all AAHP teaching and learning content and operations. They may also be referred to simply as teaching personnel.

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

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

**July Field School** defines AAHP'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 he or she presents to AAHP as potential or actual subscriber or matriculant. The legal guardian is also defined as a User of the AAHP's programs and services (see definition of "User", below).

**Minor** defines any under-aged User of AAHP proprietary content, AAHP educational services, AAHP online learning space, and whether or not subscribed or matriculated minor, and including, but not limited to, all under-aged AAHP website visitors, as well as subscribed or matriculated minors. The AAHP 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 proprietary content, AAHP educational services, and/or the AAHP online learning space.

**Subscribed or matriculated minor** defines the under-aged individual who the legal guardian lawfully subscribes to the AAHP's subscription services or whose participation is covered by tuition/matriculation. In this ToU, the subscribed or matriculated minor may also be referred to as the "subscribed youngster" or the "young practitioner", "subscribed User" or "matriculated User".

**Subscribed or matriculated adult** defines the individual, age 18 or older, who lawfully subscribes to the AAHP's subscription services or whose participation is covered by tuition. In this ToU, the

subscribed or matriculated adult may also be referred to as the “subscribed adult” or “the matriculated User”.

**Privacy policy** describes and explains what personal information the AAHP may collect from its Users, as well as descriptions as to how, why, when, and where the AAHP 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 or matriculated minor’s legal guardian and AAHP.

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

**Studio Year** defines the AAHP’s pedagogical programming and services as offered to subscribed or matriculated minors from September to, and including, June. The AAHP studio year follows the typical USA school calendar. It is followed by the Field School.

**Third-party providers**, also **third parties and/or parties**, defines any individual and/or group, other than the AAHP and any User, and whose products and/or services make possible the AAHP’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 accounts.

**User** defines any individuals, group, or groups who may use the AAHP website, and/or mobile applications, and/or any AAHP online learning space, and/or AAHP educational service, or any AAHP 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 and any User, allowing for the purchase of subscriptions and/or other AAHP products and services.

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## **Introduction**

This document, titled Terms of Use (ToU), is the agreement between AAHP and all Users of the AAHP proprietary content, and/or any AAHP online learning space, and/or AAHP 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. All Users of any age who choose to use AAHP proprietary content, and/or any AAHP online learning space, and/or AAHP 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 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 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 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 whoseThe subscribed or matriculated adult or legal guardian s subscribe/matriculate them for the AAHP learning experience, if and when AAHP accepts a subscription or matriculation on behalf of the minor.

Subscribed or matriculated minors access the AAHP educational services through the AAHP 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 are AAHP property, or facilitated by a third-party.

## **The Four Sections of this ToU**

This ToU is presented in four parts; Section 1 covers the general terms defining the relationships between the User and the AAHP broadly; Section 2 covers the AAHP Privacy Policy; Section 3 covers AAHP subscription matters; Section 4 concerns the main teaching programs. 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**

[AAHP's User User's Handbook \(pending\)](#) • [Amendments to, & Duration of, this ToU](#) • [Joining the AAHP](#) • [Communications](#) • [Field School](#) • [Good Fit, Policy of](#) • [Guarantees](#) • [Hours of Operation](#) • [Intellectual Freedom, Artistic Freedom & Choice](#) • [Online Ethics & Etiquette](#) • [Online Privacy](#) • [Online Safety & Security](#) • [Pedagogy, Learning Tracks & Educational Services](#) • [Project Materials & Supplies](#) • [Project Safety & Security](#) • [Proprietary Content of AAHP](#) • [Video- and Photo-Documentation of Projects](#) • [Youth Employment & Volunteerism Programs Online](#) • [Engagement with Non-AAHP Venues](#)

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

[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 Uses Your Information](#) • [Options Regarding Your Information](#) • [Retention of Your Information](#) • [Security & Your Information](#)

## **Section 3: Billing**

[Keeping the AAHP Account Updated](#) • [Charges](#) • [Discounts](#) • [In-Session Withdrawal Refunds](#) • [Late Fees](#) • [Failure to Pay Late Fees/Other Charges](#) • [User Drop-off and Pick-up](#)

## **Section 4: Main Teaching Programs**

### **Foundations of Studio Practice Online (FoSPO) for Children**

[Online Ethics and Etiquette](#) • [FoSPO Attendance](#) • [FoSPO Materials and Supplies](#) • [Subscription, defined](#) • [Pre-scheduled Refunds](#) • [Subscription Charges](#) • [Subscription Cycle](#) • [Subscription Rates](#) • [Subscription Rates, Changes to](#) • [Subscription Rates, Discounts to](#) • [Subscription Service Fees](#) • [Terminating a Subscription](#) • [Updating User Accounts](#)

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## **Section 1: General Terms**

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### **AAHP's User's Handbook (pending)**

### **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 whenever and wherever using AAHP proprietary content, and/or any AAHP online learning space, and/or AAHP educational services, and whether through proprietary channels, or as facilitated by a third-party.

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

The AAHP reserves the right to make changes to this ToU at any time, and for any reason. The AAHP 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 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 or matriculated with the AAHP, 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 for any and all services already rendered and/or products sold.

### **Joining the AAHP**

The AAHP reserves the right to default to age 18 as the legal age of a person, 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 proprietary content, and/or any AAHP online learning space, and/or AAHP educational services.

Through its pedagogy, AAHP trains adults and minors ages 8-17 who satisfy the AAHP's eligibility standards and requirements of any given program, activity or event, as posted on the AAHP website. The AAHP 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 does not and cannot offer remedial interventions to subscribed or matriculated adults or minors who are unable to demonstrate [Top 10 Learning Skills](#) while at the AAHP. AAHP reserves the right to determine underperformance using its own measures, including, but not limited to, measures of the subscribed or matriculated User's actual performance as compared to our posted eligibility standards and other admissions requirements, and/or the subscribed or matriculated User's ability to use the AAHP's Weekly Work Plan, to abide by the AAHP Code of Ethics, etc.

AAHP reserves the right to void subscriptions and that enrolled User cannot demonstrate or perform per AAHP admissions eligibility standards and requirements, and policies. AAHP reserves the right to refuse service to any User, if and when language proves to be a barrier, or if the subscribed or matriculated adult or minor presents any emotional, mental, physical, or medical condition for which the AAHP staff lack expertise, and/or adequate information or other resources needed to deliver its educational services, and/or the necessary support.

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

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

If AAHP offers admissions to an applicant, but the adult or legal guardian of a minor does not formally accept admission by any stated deadline, the AAHP will place the applicant's name on its Waiting List. The applicant can remain on this list for up to three months, at which point the deferred admission expires and the applicant's name is taken off the Waiting List. The adult applicant or the legal guardian can re-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 letter of admission per the deadlines stated by the AAHP.

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

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

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

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

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

All written correspondence between the subscribed or matriculated adult or legal guardian and the AAHP regarding accounts will be through email and/or phone texting, unless otherwise agreed upon.

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

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

Both the subscribed or matriculated adult, or legal guardian of a subscribed or matriculated minor, hereby agree to open and maintain communications with the AAHP 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. The subscribed or matriculated adult or legal guardian agrees to promptly update said information at all times using the AAHP [Account Information Update Form](#). The AAHP cannot guarantee efficiency of communications, transactions or other procedures with any User who does not keep updated contact information on record with the AAHP.

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

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

### **Field School**

The AAHP operates ArtVentures International, its field school for creative work outdoors, and for the teaching and learning of various artistic and design matters, including, but not limited to, plein air painting, field sketching, and many other types of art forms, construction, and assembly.

All safety directives listed in this Agreement, and that pertain to indoor studio practice, also remain in effect, and apply to all participants during AAHP outdoor operations, programming, and activities.

The subscribed or matriculated adult or legal guardian hereby agrees to make themselves familiar with these terms, and with any and all additional outdoor safety guidelines that the AAHP may post on any channel or platform, as part of its service delivery and support to the User, client, and/or User.

The subscribed or matriculated adult or legal guardian of a participating minor, or the adult self who is partaking in AAHP programming, hereby recognizes that fieldwork does not permit for the high degree of control of conditions that indoor studio allows.

When AAHP pedagogy and programs take place outdoors, in part or in full, the adult self hereby agrees to assume full responsibility for their safety at all times; The subscribed or matriculated adult or legal guardian of a participant who is a minor also agrees to assume full responsibility of any minor they represent, and agrees to not hold the AAHP, its staff, or s liable in any way at any time.

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

The AAHP Policy of Good Fit supports the subscribed or matriculated minor's participation and contributions to the AAHP; it also provides means of addressing and resolving any disparity between subscribed or matriculated adult or the subscribed or matriculated minor and the

mission, protocols and policies of AAHP.

The subscribed or matriculated adult or legal guardian agrees to ensure that all parties become familiar with, and complies with, the AAHP's Policy of Good Fit, as presented in the AAHP User's Handbook for the subscribed or matriculated adult or legal guardian (pending). The full User's Handbook is accessed upon activation of the minor's subscription; however, this live link for the [AAHP Policy of Good Fit](#) grants access for pre-subscription review.

### **Conflict Resolution Policy**

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

### **Guarantees**

The AAHP guarantees delivery of educational services and products posted on the website and supporting documentation, and to instruct, guide and mentor any subscribed or matriculated 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's control.

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

The subscribed or matriculated adult or legal guardian accepts and agrees that a AAHP subscription does not offer any guarantee of partial or complete project development and/or completion.

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

The subscribed or matriculated adult or legal guardian agrees that AAHP teaching staff require a minimum of three months of ongoing interactions with an enrolled User to guarantee completion of any formal User assessment that may be requested on behalf of a third party, or that any third party may directly request from the AAHP, if under the consent of the subscribed or matriculated adult or legal guardian.

The AAHP agrees to certify, at any time, the active participation at AAHP of any enrolled User,

if in good standing, and if all related accounts are also in good standing.

### **Hours of Operation**

AAHP hours of operations for office and educational services are as posted on the AAHP website. AAHP 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 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 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 acceptance of any idea or project concept, even when certified by AAHP standards of safety, integrity, elegance, and relevance does not necessarily secure AAHP endorsement of the project's form or function, purpose, meaning, or actual or intended audiences/Users.

The AAHP does not certify any process, stage of work, or project finished, in whole, or in part, outside of its programming.

### **Projects that the AAHP Categorically Declines & Rejects**

As a private commercial business, the AAHP 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 or matriculated adult or subscribed or matriculated minor at any time, and at our discretion and without further explanation or commentary.

In addition, AAHP reserves the right to reject any project idea and proposed construction by subscribed or matriculated 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 reserves the right to summarily terminate any enrollment, and also any association, with any subscribed or matriculated adult or 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 or matriculated minor.

### **Rejecting Hate Speech**

AAHP 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 reserves the right to summarily terminate any form of enrollment , and to publically rescind or void awards, honors, certifications, recognitions, whether already offered, or promised, to the subscribed or matriculated minor.

The subscribed or matriculated adult, or legal guardian of an enrolled minor, agrees that all artifacts designed and constructed under the AAHP are subject to AAHP hate speech censorship, where the AAHP 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 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 determines that all AAHP-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 deems all its subscribers' and matriculant's creations as commercial work, insofar it is created under our private, commercial, educational services, and even if the subscribed or matriculated 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 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 reserves the right to summarily terminate enrollment and associations with any subscribed or matriculated adult, or minor, and including their legal guardian, and to publically rescind or void awards, honors, certifications, recognitions, whether already offered, or promised to the subscribed or matriculated minor.

### **Rejecting Exclusionary Aims**

AAHP reserves the right to refuse to work with any idea, concept, process, or project, and any subscribed or matriculated 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 operates under ethical rules that govern kindness, fairness, personal integrity, and intellectual honesty. The AAHP also holds all Users to these standards in mutual fashion.

The subscribed or matriculated adult or legal guardian agrees that the enrolled User must be familiar with, and comply at all times with, AAHP ethics and etiquette, per all AAHP policy in general, and specifically, the AAHP [Code of Ethics](#), and which covers the following: the AAHP's [Vision & Mission](#); all private and public online and phone engagements at the AAHP; 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; 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 subscribed or matriculated adult or legal guardian agrees to acknowledge the AAHP's right to review and rescind any letters of recommendations, certifications, recognitions, awards, and honors previously bestowed, or promised to the subscribed or matriculated minor, should the enrolled User fail to operate under the AAHP 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 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 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 Privacy Policy** (see below, Section 2). Other matters related to this policy are addressed in the [AAHP Anti-Harassment Policy](#) (available here for select review), the AAHP Code of Ethics, and in the User's Handbook for Users for Users (*pending*). The portion of the Online Safety & Security policy presented directly to the subscribed or matriculated minor in said User's Handbook is available for review here: [AAHP Online Safety & Security for Teens Extraordinaire](#).

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

Through its project-centered pedagogy, AAHP offers a unique, online learning experience designed for advanced learners 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 enrolled User is fully responsible for following AAHP's pedagogical and safety-centered guidance during the development of their projects, from conceptual beginnings to completion of all construction. The AAHP does not claim any responsibility for any outcome that the subscribed or matriculated minor or the subscribed or matriculated adult or legal guardian may deem unexpected or undesirable.

The subscribed or matriculated adult, or legal guardian, agrees that AAHP offers closely-guided learning experiences for all enrolled Users practitioners and will not engage in any customization of AAHP's learning experience.

[AAHP Project Certification](#)

The AAHP formally certifies those projects of excellence that have been fully conceptualized, designed, built, and delivered by the subscribed or matriculated minor under AAHP pedagogy and programming, and which meet the AAHP's highest standards of creative construction, specifically, • safety • originality • integrity • elegance, and • relevance. AAHP Certification is awarded when the built artifact has satisfied these standards, and is not to be interpreted as AAHP endorsement of the project's content, purpose, meaning, or intended audiences/Users.

## **Project Materials & Supplies**

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

Upon subscribing to AAHP, the subscribed or matriculated adult or legal guardian agrees to secure for the subscribed or matriculated minor a basic set of drawing and drafting tools needed for all AAHP project development. This gear can be found in many shops online. The costs of these articles are not determined by the AAHP. The AAHP does not sell or lease such gear.

Each program or activity will always present the list of materials it needs or suggests.

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

## **Project Safety & Security**

AAHP 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 does not allow or certify any construction process, stage of work, part of a project, or full project finished outside of its programming.

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

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

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

Legal guardian agrees that AAHP project certification applies only to the subscribed or matriculated minor's engagement with the project while under design and construction with AAHP, and that AAHP 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 and the subscribed or matriculated minor.

All Users and third parties agree that AAHP project certification applies only to the enrolled User's engagement with the project while under design and construction with AAHP, and that AAHP 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 and the subscribed or matriculated minor.

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

AAHP 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's safety determinations and safety-centered policies at all times.

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

The subscribed or matriculated adult or legal guardian of a subscribed or matriculated minor assumes full responsibility for any discomforts or injuries that the subscribed or matriculated

minor may suffer while working from home with AAHP remote educational services.

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

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

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

The subscribed or matriculated adult or legal guardian agrees to ensure that the enrolled User has access to, reads, and abides by the policies, norms, rules and regulations of the *AAHP User's Handbook (pending)*, made available online upon subscribing to the AAHP.

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

The legal guardian agrees to ensure that the enrolled User refrains from developing or completing any stage of project development without AAHP guidance and approval. AAHP 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 or matriculated 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 adult User agrees to refrain from developing or completing any stage of project development without AAHP guidance and approval. AAHP reserves the right to disavow any procedure, stage of work, part of a project, or the project as a whole if and when the enrolled User 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 subscribed or matriculated adult or legal guardian hereby acknowledges that AAHP 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 subscribed or matriculated adult or legal guardian hereby acknowledges that AAHP does not accept responsibility or liability for any consequences that the subscribed or matriculated minor, the subscribed or matriculated adult or legal guardian , and/or other Users or third parties may experience at such times, or thereafter.

### **Required Adult Supervision**

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

The legal guardian agrees to provide to all minors enrolled with the AAHP competent and informed adult supervision at all times, including periods when the subscribed or matriculated minor is operating under AAHP 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 subscribed or matriculated adult or legal guardian 's account is under contention.

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

AAHP reserves the right to request that the enrolled User 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 reserves the right to refuse to continue guiding any procedure where the enrolled User 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 safety standards.

### **Material Hazards**

AAHP informs all Users 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 is not responsible for consequences that any enrolled User 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 or matriculated 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.

The adult User or the legal guardian acknowledges and agrees that the AAHP cannot be held responsible for the actual or potential hazards that the enrolled User 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 subscribed or matriculated adult or legal guardian to alert the AAHP in a timely fashion, of any allergies, other medical concerns, and or any physical, mental, or emotional concerns that may affect the enrolled User's ability to remain safe while working remote with the AAHP, and/or to follow the AAHP project safety and security policies.

The subscribed or matriculated adult or legal guardian hereby agrees to not hold the AAHP responsible for any effects or consequences to any person, other life form, or property that may arise due to any User's failure to properly disclose to AAHP information concerning the subscribed or matriculated 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 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 or matriculated minor's workspace.

AAHP reserves the right, at any stage of project development, to refuse to support or guide any project, if AAHP deems any aspect of that development to be unsafe for any reason.

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

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

The subscribed or matriculated adult or legal guardian agrees to the AAHP's restrictions to construction, as described in this section, and in what follows. The subscribed or matriculated adult or legal guardian agrees to work under the constraints that the AAHP 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 subscribed or matriculated adult or legal guardian's account is under contention.

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

The AAHP 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 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 enrolled User, the AAHP will approach the subscribed or matriculated adult, or legal guardian, for clarification and consent in writing.

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

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

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

AAHP reserves the right to request that an enrolled User not use certain tools/instruments/machinery; to withdraw support and disavow any project if AAHP safety concerns are not met; to not grant, or to withdraw project certification, if the subscribed or matriculated minor chooses to continue using the tools/instruments/machinery in question without the subscribed or matriculated adult or legal guardian's clarification and consent delivered in writing to AAHP.

The subscribed or matriculated adult or legal guardian hereby assumes full responsibility for the actions and outcomes of actions that a subscribed or matriculated 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 is stringent about proper and safe use of all materials and substances, and for this reason prohibits the use of 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 acknowledges the legal guardian's right to allow the subscribed or matriculated minor to proceed only under the legal guardian's consent and supervision. The legal guardian agrees to

inform the AAHP 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 cannot be AAHP personnel, paid or volunteer.

AAHP 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 or matriculated minor operates in contradiction to these terms.

### **Proprietary Content of the AAHP**

No User may utilize AAHP-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 proprietary content to any third party in any way, without the full knowledge and written consent of the AAHP Director.

AAHP property includes, but is not limited to: the AAHP website, AAHP mobile applications, AAHP printed and spoken word, all imagery and visual design as found in all AAHP 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 or matriculated minors, and merchandise.

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

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

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

AAHP reserves the right to video- and photo-document any stage of any subscribed or matriculated 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 teaching personnel, and/or by the subscribed or matriculated minor, or by any other party, and through voluntary action, or at the request of the AAHP.

AAHP 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 or matriculated minor becomes the property of AAHP, which reserves the right to use such images in promotional, educational, and all other business-related matters. AAHP 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 subscribed or matriculated adult or legal guardian, or by the once-minor, who may have turned 18 and are now self-representing.

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

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

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

- AAHP 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 Junior Staff serve as trained Online Safety Moderators (a Teaching Assistant position), and/or as administrative support, and/or as research assistants.

- AAHP 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 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 minor who presents candidacy for hire or volunteerism through either or both programs agrees to ensure that the teen abides by all AAHP 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 or matriculated 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 subscribed or matriculated adult or legal guardian agrees to inform the AAHP, in a timely manner, of the enrolled User'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 subscribed or matriculated adult or 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 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 website, mobile application, or use any of the AAHP's company-owned online platforms and services.

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

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

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

The AAHP website and AAHP company-owned platforms deliver remote learning services to subscribed or matriculated minors through our website, and other AAHP company-owned online

platforms. The AAHP 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 or matriculated minor must access this proprietary content in order to receive the remote learning services that AAHP offers.

AAHP **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 informs and strictly forbids any User under age 18 from using electronic fill-forms on the AAHP website, including website sectors where we collect financial information, and/or the subscribed or matriculated adult or 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 can collect, use, and disclose your information, and/or the subscribed or matriculated minor's information, so as to allow for all delivery of AAHP products and educational services. This consent is granted when you as the subscribed or matriculated adult or legal guardian agree to this privacy policy with your electronic signature as part of an application on the subscribed or matriculated minor's behalf. This consent remains active throughout subscription until the subscribed or matriculated adult or legal guardian cancels the subscribed or matriculated minor's subscription.

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

AAHP 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 website and other AAHP 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 website and other AAHP 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 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 website and other AAHP proprietary content, [the subscribed or matriculated adult or legal guardian](#) has the right to request removal of unwanted data that minor publicly posts on and the AAHP website and other AAHP company-owned content online. To request removal of such data, the subscribed or matriculated adult or legal guardian agrees to contact AAHP 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 will make sure the data is not publicly displayed on the AAHP website and other AAHP company-owned content online. However, please be aware that the data may not be completely or comprehensively removed from all AAHP systems.

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

AAHP 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 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 does not knowingly solicit information from children under the age of 13. We expressly ask [The subscribed or matriculated adult or legal guardian](#) of a minor for permission to collect any information necessary to deliver our educational services. If [The subscribed or matriculated adult or legal guardian](#) becomes aware of any data purportedly collected by AAHP from children under age 18 without your written consent, please contact us using the contact information provided at the bottom of this ToU.

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

As the subscribed or matriculated adult, or legal guardian, you recognize that you must consent before AAHP can collect, use, and disclose the minor's information that allows for all delivery of AAHP educational services. [The AAHP's collection of the minor's information is only through](#) [The subscribed or matriculated adult or legal guardian](#) . [The subscribed or matriculated adult or 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 subscribed or matriculated adult or legal guardian retains the right to not consent to such disclosure. However, that would mean that AAHP would not be able to deliver to the minor its online educational services. If you do not consent to such disclosure as The subscribed or matriculated adult or legal guardian, you agree that AAHP cannot make available to the subscribed or matriculated minor its educational services.

The private information collected from the subscribed or matriculated adult or legal guardian about the minor, and for account management purposes, includes the minor's name, birthdate, sex (optional) and age. AAHP 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 or matriculated minor completes every week as part of mandatory homework.

AAHP 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 or matriculated minor is developing at AAHP.

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

AAHP administrators can only access a minor's AAHP-related email upon creating your User account, and then only to guide the creation and activation of a AAHP-related email account for the subscribed or matriculated minor. Thereafter, only AAHP 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-related emails only.

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

As the subscribed or matriculated adult or legal guardian and minor, you agree to cease using these channels when no longer subscribed to AAHP.

AAHP recognizes the subscribed or matriculated adult or 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's opening and management of the account, and to deliver its educational series. The subscribed or matriculated adult or legal guardian has the right to refuse to provide information about a minor, and to review information that has been submitted to AAHP about the minor.

The subscribed or matriculated adult or legal guardian has the right at all times to full access to the subscribed or matriculated minor's AAHP-related email and AAHP-related text messaging channel, and to access all sectors of the website that are password protected and available only to subscribed or matriculated minors.

AAHP 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.

### **Collection of Your Information**

For account management purposes, AAHP collects personal information from Users in order to create and manage all necessary User accounts, and to deliver pedagogical services to the adult User or the minor, with the legal guardian's consent.

AAHP may collect information about you in a variety of ways, including, but not limited to, your use of the AAHP 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 website, and other AAHP company-owned-owned platforms online, are covered by this privacy policy. Please note that this privacy policy covers only the AAHP website and other AAHP 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 and our third-party providers may collect from you, and which may concern the subscribed or matriculated minor, may include:

#### **Personal Data**

AAHP collects personally identifiable information, such as your name, billing and shipping address, email address, and telephone number. AAHP 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, such as name, age, gender (optional). This information also includes the new AAHP-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 website's interactive sectors for subscribed or matriculated minors, and to use other AAHP company-owned platforms.

As a subscribed or matriculated adult or legal guardian of a minor, 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 products and remote learning services, as made available through the website and other AAHP 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 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 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 any User.

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

### **Financial Data**

AAHP collects from its buyers and the subscribed or matriculated adult or 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 website and other AAHP 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 website and other AAHP 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 may also request permission related to your social media accounts, and for the minor subscribed to AAHP, regarding friends, check-ins, and likes. You may choose to grant or deny AAHP 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 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 website and other AAHP company-owned content online, and from a mobile device. This information is collected for both you and the subscribed or matriculated minor.

### **Third-Party Data**

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

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

AAHP may also collect personal and other information about any User over age 18, including the subscribed or matriculated adult, or a minor's legal guardian, when entering contests or giveaways and/or responding to surveys.

AAHP may request that the subscribed or matriculated minor voluntarily respond to questionnaires and surveys designed to help AAHP improve its pedagogy. At such times, AAHP 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 may collect personal and other information about any User who connects to AAHP using our mobile application.

### **Geo-Location Information**

AAHP 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 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 access or permissions, you may do so in your device's settings. Please note that the subscribed or matriculated minor's use of a phone camera for all projects and text messaging is essential and necessary to engage with AAHP educational services.

### **Mobile Device Data**

AAHP 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 or matriculated minor may use with AAHP as a learning tool.

### **Push Notifications**

AAHP may send you push notifications regarding your account or the AAHP'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 or matriculated minor to engage with AAHP under our pedagogical protocols.

## **Cookie Policy & Tracking Technologies**

AAHP may use cookies, web beacons, tracking pixels, and other tracking technologies on the AAHP website and other AAHP company-owned content online to help customize and other AAHP company-owned content online to improve your experience. The AAHP website uses cookies to enhance your User experience and to help the AAHP 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 website.

When you access the AAHP website and other AAHP 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 website and other AAHP company-owned content online, including all our pedagogical services offered to the subscribed or matriculated 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 website and other AAHP company-owned content online, including all our educational services offered to the subscribed or matriculated minor.

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the AAHP website and other AAHP company-owned content online to help customize and improve all Users' experience. By using the AAHP website and other AAHP 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 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 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 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 targeted 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 uses both "first-party cookies" and "third-party cookies". First-party cookies are cookies that belong to AAHP, 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, 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 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 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 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 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 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 may use third-party software to serve ads on the AAHP website and other AAHP 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 website and other AAHP 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 website and other AAHP company-owned content online, the information you provide to these third-parties is not covered by this privacy policy, and AAHP 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 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 website and other AAHP company-owned content online.

### **Website Analytics**

AAHP may also partner with selected third-party vendors, such as [Google Analytics](#) and others, to allow tracking technologies and remarketing services on the AAHP website and other AAHP 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 website and other AAHP company-owned content online, so as to determine the popularity of certain content and better understand online activity. By accessing the AAHP website and other AAHP 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 or matriculated 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 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 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 website and other AAHP company-owned content online to:

- Create and manage your account.
- Deliver all educational content to the subscribed or matriculated 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 website and other AAHP 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 company-owned content.
- Generate a personal profile about you to make future visits to the AAHP website and other AAHP company-owned content online more personalized.
- Increase the efficiency and operation of the website and other AAHP company-owned content online.
- Monitor and analyze usage and trends to improve your experience with the AAHP website and other AAHP company-owned content online.
- Notify you of updates to the AAHP website and other AAHP 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 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 company-owned content online other company-owned content.

## **Disclosure of Your Information**

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

### **Your Rights & the Law**

AAHP 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, and/or become a subscribed or matriculated 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 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 or matriculated minor**

AAHP 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 teaching staff. AAHP reserves the same right if witnessing any hazardous situation or emergency online affecting any other individual in the subscribed or matriculated minor's surroundings.

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

Your private information may be disclosed to legal authorities in any jurisdiction around the world during the activation of AAHP policies that address [harassment](#), [conflict resolution](#), other grievances reported through the AAHP [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 operations, AAHP may activate its [Conflict Resolution Protocol](#). Activation of said Protocol may involve disclosure of the identity of any personnel, the subscribed or matriculated adult or legal guardians, subscribed or matriculated minors, or other Users liable of being affected by the reported conflict.

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

AAHP 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 website and other AAHP 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 teaching staff, online security staff, and other subscribed or matriculated minors may see your subscribed or matriculated minor participating live online with AAHP 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 website and other AAHP company-owned content online, your posts may be viewed by all Users and may be publicly distributed outside the AAHP website and other AAHP company-owned content online, and in perpetuity, with AAHP having no control over such actions.

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

### **Third-Party Advertisers**

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

### **AAHP Associates**

AAHP 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 website and other AAHP 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-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 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**

If AAHP 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 or matriculated 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 AAHP [Interruption/Withdrawal Form](#) or the FoSPO Subscription Interruption Form located in the drop-down menu on the navigation bar of their respective websites.

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 website and other AAHP 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 User account.

### **Emails and Communications**

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

- Noting your preferences at the time you register your account with and other AAHP company-owned content online.
- Contact us in writing about your latest preferences. AAHP 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 or matriculated minor to access the AAHP educational services.

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

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

The AAHP website collects personal information from User in order to create and manage all necessary User accounts, and to obtain consent to deliver pedagogical services directly to the User. The collected personal information will be deleted upon the written request of the subscribed or matriculated adult or legal guardian using the AAHP's [Interruption/Withdrawal Form](#) or the FoSPO subscription Interruption Form after a reasonable amount of time, if no further consent is given.

## **Security & Your Information**

AAHP 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 cannot guarantee complete security if you provide personal information for yourself and any other User.

## **Section 3: Billing**

[Keeping the AAHP Account Updated](#) • [Charges](#) • [Discounts](#) • [In-Session Withdrawal Refunds](#) • [Late Fees](#) • [Failure to Pay Late Fees/Other Charges](#) • [User Drop-off and Pick-up](#)

The AAHP bills the enrolled adult or minor's legal guardian electronically, through services provided by Authorize.net and its vendor, Payment Depot. Any User requiring exceptions to this policy must contact the AAHP Accounting Desk in a timely fashion.

The names on the billing statement/invoice, and all other documents that concern billing, payment and other charges may appear as "The Academy of Art of Highland Park" or "AAHP". The electronic receipt of payment may appear as "AAHP" and /or "Authorize.net" and/or "Payment Depot".

The enrolled adult or legal guardian hereby agrees to address all billing questions and concerns to the AAHP's Accounting Desk via email, text or phone call. All Users acknowledge that class time cannot be used to address such matters.

## **Keeping the AAHP Account Updated:**

In an effort to serve all our User's best, the AAHP will not accept from Users any verbal reports (in person, or by phone) concerning changes to the User's status affecting course load, class times, materials, phone numbers, addresses, credit card numbers, card expirations dates, etc.

Please submit your changes online through the AAHP's Information Update Form. The User's account will be automatically charged an administrative fee of .50 cents for every new credit/debit card or change of credit/debit card information submitted electronically.

**IT IS ESPECIALLY IMPORTANT THAT YOU SUBMIT ANY CHANGES TO YOUR EMERGENCY CONTACTS IMMEDIATELY UPON THEIR OCCURRENCE.**

### **Charges:**

The AAHP's charges to the User's account may include, but are not limited to, the following: small registration fee of .50 cents, tuition fees, fees for additional class time, late registration, lack of materials, failure to notify the Accounting Desk of a withdrawal, interruption of class, problems with expired credit cards, other failures to properly pay accounts, library costs, late fees, and/or costs of items purchased at the AAHP.

During the studio year, a continuing User's account will be charged recurrently based on his or her course selection(s) from the previous eight-week Session or monthly subscription. If the User wishes to make any changes to their course selection(s), the User must do so by submitting a User Information Update Form no later than week number seven of the current eight week Session.

To complete the online Registration, the User may pay for tuition and any other pertinent fees by providing a valid credit card/debit card, which will be processed through the secure server operated by Authorize.net and Payment Depot, and made available through the AAHP website.

The User's credit card/debit card must be confirmed as valid before the AAHP can grant confirmation of registration. The User's account will be automatically charged an administrative fee of .50 cents with every Registration filed, and for every new credit/debit card or change of credit/debit card information submitted electronically.

If a current User's credit card/debit card is set to expire shortly, he or she is asked to provide the AAHP's Accounting Desk with updated billing information. Credit card/debit card information can be updated through the User Information Update Form on the AAHP website, or by visiting the AAHP Accounting Desk by appointment.

It is the responsibility of the User to promptly contact the AAHP Accounting Desk with any questions or concerns about any charges to his or her account. Billing is automated and credit cards are charged in advance of scheduled classes. Please note that, for matriculated Users (as opposed to monthly subscription accounts), billing/invoicing for any upcoming Session takes place on the current Session's 6th week. The User's or 's credit card on file is charged on the current Session's 8th week, for the upcoming Session, and based on his or her class hour selection and/or recurring billing preference. This automated charge occurs UNLESS the User has submitted changes to matriculation using the User Information Update Form or the Temporary Interruption of Classes/Withdrawal form, and in a timely manner. Reimbursements will incur processing fees. Other charges, such as late fees, etc., may also occur at such times.

The AAHP reserves the right to apply an administrative fee of \$15 to the User's or 's account given any of the following scenarios: Late registration, sitting for unannounced additional class time, failure to notify the AAHP Accounting Desk of a withdrawal or temporary interruption of classes, problems with expired credit card, other failures to properly pay charges, etc. Failure to submit our online Withdrawal Form in a timely manner will result in your card being charged as with previous Sessions. If User declines to attend the upcoming Session in question, the charges to the credit/debit card on record will be applied to the User's account as a credit for use when User returns to studio. If User declines, and requests a refund instead, an administrative charge of \$15 will be applied to the User 's account.

To avoid this situation, the User and/or User's agrees to review online invoices promptly. The User and/or User agrees to use the AAHP's online Withdrawal Form to promptly announce an impending withdrawal; this will interrupt automated billing of the credit card in question and in a timely fashion.

### **Discounts:**

A User may be eligible for a discount or promotion. User will receive no more than one discount at a time. Discounts cannot be combined with other offers. The User will receive the highest discount that he or she is eligible under any Session.

**Loyalty Discount:** The Loyalty Discount applies to:

- 1.) any User who registered, completed, and fully paid for at least three, eight-week Session during the PREVIOUS studio year, and who has paid all other pending charges to his or her account. These need not be consecutive Sessions.

or

2.) any User who registered, completed, and fully paid for at least three, eight-week Session during the CURRENT studio year, and who has paid all other pending charges to his or her account. These need not be consecutive Sessions.

The qualifying User will enjoy a 5% discount to his or her tuition fees. The Loyalty Discount is activated upon registration for a full eight-week Session anytime during the studio year, and remains active for every Session that the User is enrolled thereafter without interruption.

The Loyalty Discount remains active so long as the User remains in good standing with his or her total account balance, and with all other AAHP policies.

**Family Discounts:** The AAHP offers two levels of family discounts:

**The Two Member Family Discount:** Any two family members from the same household registered as Users during the same eight-week Session, and if all accounts remain in good standing, will receive a 5% discount to each tuition bill.

**The Three or More Member Family Discount:** If three or more family members from the same household attend the same eight-week Session simultaneously, and if all accounts remain in good standing, each family member receives a 10% tuition discount to his or her User tuition bill.

**Employee Discounts:** The AAHP offers two different employee discounts:

**Junior Staff Member Discount:** A Junior (teen, ages 14-17) staff member will receive a 5% discount to his or her tuition bills. In order to receive this discount, the Junior staff members, including Volunteers, must work at least three hours per week.

**Senior Staff Member Discount:** Senior Staff Members and family members of Senior Staff Members also qualify for a discount. Please refer to the Employee Manual or inquire at the AAHP Office.

**Forfeiture of Discounts:** The User forfeits any applicable discount if and when his or her account carries an open balance for any and all charges past their due date by at least one business day. The AAHP reserves the right to cancel any discount that any User may be enjoying, if the User fails to comply with this Agreement in full.

### **In-Session Withdrawal Refunds:**

Up until the end of the fourth week of any eight-week Session, a User may request a refund for all classes not yet taken, less a \$15 administrative fee per account. After the fourth week of any eight-week Session, the AAHP offers no refunds, only class credit that may be used in any future Session.

### **Late Fees:**

If Authorize.net informs the AAHP that a User's or 's credit card/debit card has been declined by the bank, the User will be notified, and asked to provide a new form of payment. If the User fails to issue a new form of payment within seven days of the AAHP's request, his or her account will begin to incur late fees. All charges, including late fees, will be billed to the User's account and charged immediately.

A \$20 late fee will be charged against the User's account if User the User's fails to deliver tuition payments by the posted registration deadlines.

A User User's is entitled to a one-time, once-per-year courtesy late fee waiver, if explicitly requested by the User his/her .

A matriculated User User who fails to pay any fee and/or charges by the fourth week of any Session will be charged an additional \$10 late fee at mid-Session, or end of Session, depending on when the User registered.

User forfeits any pending class time until all late fees and/or charges are paid.

Failure to pay late fees will result in loss of any discount that the User may have been eligible retroactively for the Session in question.

### **Failure to Pay Late Fees/Other Charges:**

If the User his/her fails to pay any late fee or administrative fee charged to their account per this Agreement and all published billing policies, the User fully forfeits his or her make-ups benefit during the current Session, and for all subsequent Sessions thereafter. No make-ups will be granted to the User, so long as a late fee or administrative fee balance remains open. The

make-ups forfeited in this manner are forfeited permanently, and will not be honored retroactively. The make-up benefit will be fully reinstated for all future classes once any such balances are paid in full.

### **User Drop-off and Pick-up:**

The User hereby agrees that a minor (under age 18) cannot be brought to the AAHP premises more than five minutes before his or her allotted class time and to be left alone pending class time; an adult family member or friend of the family must remain with the youngster until five minutes prior to class. Likewise, a minor cannot be picked up more than five minutes after his or her allotted class time without due notice to the AAHP's Senior Staff via direct and received communication.

The User hereby agrees that a child, teen or adult User needing attention, and who is left in studio after his or her slated make-up or class time has been completed, will remain in the comfort and safety of the AAHP studio under adult supervision, and the direct attention of a trained teen staff member or adult staff. The amount of time that staff must mind the User's safety and comfort will be charged to his or her account as additional class time, billed at base tuition rate in half-hour increments.

### **No Stranger at Our Door Policy**

Please note that the AAHP will not release your youngster under age 18, or an adult who is not his or her own legal guardian, to any individual/s who are not listed on your Registration Form. or listed and presented to the AAHP through our online permission form, No Stranger at Our Door.

## **Section 4: Main Teaching Programs**

### **Foundations of Studio Practice Online (FoSPO)**

[Online Ethics and Etiquette](#) • [FoSPO Attendance](#) • [FoSPO Materials and Supplies](#) • [Subscription, defined](#) • [Pre-scheduled Refunds](#) • [Subscription Charges](#) • [Subscription Cycle](#) • [Subscription Rates](#) • [Subscription Rates, Changes to](#) • [Subscription Rates, Discounts to](#) • [Subscription Service Fees](#) • [Terminating a Subscription](#) • [Updating User Accounts](#)

## **FoSPO serves young practitioners ages 8-12.**

### **Online Ethics & Etiquette**

FoSPO operates under ethical rules that govern kindness, fairness, personal integrity, and intellectual honesty. 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, FoSPO ethics and etiquette, per all FoSPO policy in general, and specifically, FoSPO's [Code of Ethics](#), and which covers the following: FoSPO's [Vision & Mission](#); all private and public online and phone engagements at 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 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.

### **FoSPO Attendance**

All young practitioners will have a specific class slot they are subscribed to. The legal guardian agrees that the subscribed minor is required to regularly attend only their scheduled weekly class slot. The legal guardian can arrange for the subscribed minor to attend an alternative class slot only when needing to make up for a class that was missed or that will be missed in the near future.

The legal guardian agrees and accepts that the AAHP does not issue refunds for any classes not taken by the User due to circumstances of their own will or control.

### **FoSPO Materials & Supplies**

FoSPO practitioners will work through three levels of advancement, each level requiring its own set of materials that builds onto the previous set. The legal guardian only needs to purchase the kit for one level of advancement at a time.

Upon subscribing to FoSPO, the legal guardian agrees to secure for the subscribed minor the Advancement Level 1 basic set of drawing and drafting tools needed for all Level 1 FoSPO project development. This gear can be found on many shops online. The costs of these articles are not determined by FoSPO. FoSPO does not sell or lease such gear. 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: [FoSPO Artist Materials](#)

## **Definition of Subscription**

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

To gain access to 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 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 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 User Zone, where the minor can access online tools that offer extra support and guidance.

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 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. 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 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 FoSPO does not have control over bank charges to any domestic or international transactions.

### **Subscription Cycle**

The 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 young practitioner's current matriculation.

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 the activation of a subscription, 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 FoSPO recess.

### **Subscription Rates**

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

### **Subscription Rates, Changes to**

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.

FoSPO reserves the right to change subscription rates and any fees at any time. 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. 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. 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)

- 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 FoSPO. The Loyalty Discount

is activated immediately upon subscription.

- 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 FoSPO programming and policies.

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

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.

#### Referral Rebate (\$20)

FoSPO offers this rebate to any account when the subscription holder refers a friend to 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:

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**

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 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 User 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.

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 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 FoSPO.

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

The legal guardian agrees to assume responsibility for filing the minor's subscription; for activating and sustaining the minor's subscription and all account-related matters with FoSPO, and for collaborating with 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 FoSPO.

### **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 FoSPO [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, 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, 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, FoSPO reserves the right to end the subscription without further notice, and to fill the seat with another young practitioner.

During the temporary suspension, the subscribed minor will not be barred from entry to the online User Zone at FoSPO.

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

The legal guardian may re-activate any subscription terminated by FoSPO for having been inactive for more than one month. Legal guardian agrees to do so by completing and submitting a 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 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 Interruption Form](#) by the 21<sup>st</sup> of the month.

Legal guardian agrees that if submitting the [Subscription Interruption 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. FoSPO agrees to issue the reimbursement to the legal guardian within the first week of the following month.

### **Updating Your User Accounts**

The legal guardian hereby agrees to address all account questions and concerns to the 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 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 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. 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 FoSPO is declined once a subscription has been activated, the subscribed minor's access to FoSPO educational services will enjoy a grace period of seven days. During this grace period, the subscribed minor will still be given access to FoSPO educational services and served in good faith. If a new form of payment has not been submitted within those seven days, however, 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 FoSPO [Subscription Re-activation Form](#). Legal guardian recognizes that a re-activation may possibly place the young practitioner's name on the 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 FoSPO [Subscription Re-activation Form](#) within seven days of the payment failure, in order to allow FoSPO to update the account. A re-activation fee of \$15 applies (See subscription Service Fees, above).

## **Terms of Use**

**ToU last updated:** June 2021

**Contact Us:**

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

Academy of Art of Highland Park  
Highland Park, NJ, USA 08904  
email: art14@artacademynj.com

The web developer and manager for the AAHP website is E and V Design, LLC.

# End of ToU