

# TERMS OF SERVICE & PRIVACY POLICY

These Terms of Service were last revised on January 9, 2024.

This Terms of Service (“TOS”) is a legally binding agreement made by and between Accelerated Pathways Career College and its affiliates, parent, divisions (“APCC”, “we”, “us” and “our”), and you, personally and, if applicable, on behalf of the entity for whom you are using this web site (collectively, “you”, “your”, “yours”). This TOS governs your access to and use of <https://apc.college> and any other World Wide Web site owned, operated, licensed, or controlled by APCC (collectively, the “Web Site”), and the services offered by APCC on the Web Site (“Services”), so please read them carefully. This TOS will also apply to all visitors, users, and others who access the Web Site and use the Services (“Users”).

BY ACCESSING OR USING ANY PART OF THE WEB SITE, INCLUDING LINKING TO THE WEB SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS TOS. IF THERE ARE ADDITIONAL POSTED GUIDELINES OR POLICIES APPLICABLE TO THE SERVICES OR WEB SITE (INCLUDING THE PRIVACY POLICY), YOU ARE REQUIRED TO FOLLOW THOSE AS WELL. THOSE POLICIES AND GUIDELINES ARE INCORPORATED BY REFERENCE INTO THIS TOS. IF YOU DO NOT AGREE TO BE BOUND BY THE TOS AND TO FOLLOW ALL APPLICABLE LAWS, GUIDELINES AND POLICIES, DO NOT ACCESS OR USE THE WEB SITE AND LEAVE THE WEB SITE IMMEDIATELY.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, APCC RESERVES THE RIGHT TO MAKE CHANGES TO THIS TOS AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITE CONSTITUTES ASSENT TO ANY NEW

OR MODIFIED PROVISION OF THIS TOS THAT MAY BE POSTED ON THE WEB SITE. We will post the amended TOS on this page and indicate at the top of the page the date the Agreement was last revised.

## **Using the Web Site**

1. **Eligibility.** Except as expressly provided below, Services may only be used by individuals who can form legally binding contracts under applicable law. Without limitation, minors are prohibited from becoming Members and, except as specifically provided below, using fee-based Services. Your use of the Services will be deemed to be a representation that you are 18 years of age or older or otherwise are an entity that can form legally binding contracts under applicable law.
2. **Compliance.** You must comply with all of the terms and conditions of this TOS, any policies referred to below or on the Web site, and all applicable laws, regulations and rules when you use the Web Site.
3. **License and Restrictions.** Subject to the terms and conditions of this TOS, you are hereby granted a limited, revocable, non-exclusive right to use the Services and the content and materials on the Web Site in the normal course of your use of the Web Site. You may not use any third party intellectual property without the express written permission of the applicable third party, except as permitted by law. APCC will retain ownership of its intellectual property rights and you may not obtain any rights therein by virtue of this TOS or otherwise, except as expressly set forth in this TOS. You will have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Web Site, than as may be reasonably necessary to use the Services for their intended purpose and except as expressly set forth in this TOS. You may not attempt to reverse engineer any of the technology used to provide the Services.
4. **Other Users.** If you become aware of any conduct that violates this TOS, APCC encourages you to contact us – [info@apc.college](mailto:info@apc.college) or 480-717-5027. APCC reserves the right, but will have no obligation, to respond to such communications.

5. Mobile. APCC currently provides Services accessible on certain mobile devices for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data fees, will still apply.

## **Privacy Policy/Security**

1. Privacy Policy. You agree to the terms of APCC's Privacy Policy, which is detailed further down in this document..
2. Security. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will be unable to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **Our Content**

1. Copyright. All materials on the Web Site and available through the Services, including without limitation, the logos, design, text, graphics, audio clips, video clips, other files, and the selection, arrangement and organization thereof are owned by APCC, its licensors or other entities. Unauthorized use of such materials is strictly prohibited.
2. Trademarks. Product names, logos, designs, titles, and words or phrases used on any APCC web site, including, without limitation, Accelerated Pathways Career College, Accelerated Pathways and design marks (including, without limitation, the circle with AP centered Design) are owned by APCC, its licensors or other entities. All page headers, custom graphics, button icons and scripts are trademarks or trade dress of APCC. If you use such trademarks or logos, you must include appropriate attribution. All other trademarks, trade names and the like that appear on the Web Site or the Services are the property of their respective owners. You may not use any of these trademarks, trade dress, or trade names, or any confusingly similar marks, dress or names, including without limitation as a part of any link, without express permission.

3. Your Ideas. You may choose to or we may invite you to submit comments, testimonials, feedback, suggestions, ideas, and other submissions about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place APCC under any fiduciary or other obligation, that we are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, APCC does not waive any rights to use similar or related ideas previously known to APCC, or developed by its employees, or obtained from sources other than you. Such disclosure, submission or offer of any Ideas shall, and hereby does, constitute a perpetual, royalty-free, worldwide, irrevocable license to us of all right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Ideas and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You should not submit any Ideas to us if you do not wish to license such rights to us. We are and will be under no obligation: (i) to maintain any Ideas in confidence; (ii) to pay to you or any third party any compensation for any Ideas; or (iii) to respond to any Ideas. You are and shall remain solely responsible for the content of any Ideas you make.

## **Intellectual Property Policy**

APCC respects the intellectual property rights of others and expects its users to do the same. APCC may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, APCC will, in its discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that a user of the Web Site or the Services has infringed your copyrights, please contact us. If you believe that a user of the Web Site or the Services has infringed your trademark/service mark rights, please contact us.

## **Third Party Sites**

The Web Site may contain links to third-party websites, advertisers, or services that are not owned or controlled by APCC. APCC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the Web Site, you do so at your own risk, and you understand that this Agreement and APCC's Privacy Policy do not apply to your use of such sites. You expressly release APCC from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Web Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that APCC shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. We encourage you to be aware of when you leave the Web Site, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## **Linking and Framing**

You may not frame, inline link, or similarly display any APCC content or property, including, without limitation, the Web Site.

## **Representations and Warranties**

You represent and warrant to APCC that: (i) you have the full power and authority to enter into and perform your obligations under this TOS; (ii) your assent to and performance of your obligations under this TOS does not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (iii) this TOS constitutes legal, valid and binding obligations on you, enforceable in accordance with its terms and conditions; (iv) you will not infringe the patent, copyright, trademark, trade secret,

right of publicity or other intellectual property or proprietary right of any third party in your use of the Web Site or the Services; and (v) you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Site, including this TOS.

## **Indemnification**

You agree to defend, indemnify, and hold APCC and its employees, representatives, agents, attorneys, affiliates, directors, officers, members, managers and shareholders (“Indemnified Parties”) harmless from any damage, loss, cost or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any claim, demand or action (“Claim”) brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this TOS by you, including violations of law or allegations of violation of privacy, publicity intellectual property rights related to User Created Content you submit, (ii) arising from, related to, or connected with your use of the Web Site or the Services, (iii) any other party’s access and use of the Services with your unique username, password or other appropriate security code. If you are obligated to provide indemnification pursuant to this provision, APCC may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the consent of APCC.

## **DISCLAIMERS, EXCLUSIONS AND LIMITATIONS**

1. **DISCLAIMER OF WARRANTIES.** APCC PROVIDES THE WEB SITE AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. APCC DOES NOT REPRESENT OR WARRANT THAT THE WEB SITE OR SERVICES OR THEIR USE (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR

REQUIREMENTS, (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE, OR (V) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. APCC MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR WEB SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. APCC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEB SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND APCC WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

2. EXCLUSION OF DAMAGES. To the maximum extent permitted by applicable law, in no event shall APCC, its affiliates, associates, dealers, agents or suppliers be liable for any INDIRECT, EXEMPLARY, PUNITIVE, special, incidental or consequential damages whatsoever (including but not limited to damages arising from breach of contract, warranty, tort or strict liability for loss of profits, loss of data, loss of goodwill, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever), arising out of or in any way related to the use of or inability to use the web site or services, regardless of the cause of action on which they are based, even if APCC or such other ENTITIES have been advised of the possibility of such damages.

3. LIMITATION OF LIABILITY. IN NO EVENT WILL THE LIABILITY OF APCC IN CONNECTION WITH THIS TOS, THE WEB SITE OR SERVICES EXCEED \$100.
4. ADDITIONAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS. BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE DEPENDING ON HER, HIS, OR ITS STATE OF RESIDENCE.
5. International Use. The Web Site and Services are controlled and operated from facilities in the United States. APCC makes no representations that the Web Site and Services are appropriate or available for use in other locations. Those who access or use the Web Site and Services from other jurisdictions do so by their own choice and are entirely responsible for compliance with local law, including but not limited to export and import regulations.

## **Force Majeure**

APCC will not be liable for failing to perform under this TOS by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to APCC to perform, fire, terrorism, natural disaster or war.

## **Disputes**

In light of APCC's substantial contacts with the State of Arizona, and your and our interests in ensuring that disputes regarding the interpretation, validity and enforceability of the TOS are resolved on a uniform basis, and APCC's execution of, and the making of, the TOS in Arizona, you agree that: (i) any claim, cause of action or dispute you have with APCC and any litigation involving any noncompliance with or breach of the TOS, or regarding the interpretation, validity



and/or enforceability of the TOS, must be filed and exclusively conducted in the state or federal courts in Maricopa County, Arizona; and (ii) the Agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois, without regard for any conflict of law principles. You agree to submit to the personal jurisdiction of the state or federal courts in Maricopa County, Arizona for these purposes.

## **Limitation of Actions**

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Web Site or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

## **Changes to the Web Site or Service**

APCC may, in its sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Web Site or the Services, temporarily or permanently, at any time without notice to you, and APCC will not be liable for doing so. Without limiting the foregoing, if you do not agree with any changes made to the Web Site you may terminate your aAPCCCount as set forth below.

## **Termination**

1. By APCC. APCC will have the right in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your access to the Web Site or Services, with or without cause. Such reasons may include, without limitation: (i) your breach of any part of this TOS, (ii) your violation of the rights of any third party; (iii) in the case of Services features that require payment, the invalidity of your credit card, your exceeding your credit card limit or “chargeback” of a fee or other payment; or (iv) your membership account becoming inactive for an extended period of time.

2. Effect of Termination. If your access is terminated, APCC may, in its sole discretion, delete any websites, files, graphics or other content or materials relating to your use of the Web Site or Services on servers owned or operated for APCC or otherwise in its possession, and APCC will have no liability to you or any third party for doing so. Following termination, you will not be permitted to use the Web Site or the Services. If your account or your access to the Web Site or Services is terminated, APCC reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Site or the Services, including, but not limited to, technological barriers, IP mapping and direct contact with your Internet Service Provider (ISP). If your account is terminated, you must immediately pay APCC any fees that you owe it. Regardless of whether you have the right to access or use the Web Site or the Services, this TOS will survive indefinitely unless and until APCC chooses to terminate it.

## **Notices and Electronic Communications**

All notices required by or permitted to be given under this TOS will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to APCC, you must use the address shown on the Web Site. If APCC provides notice to you, APCC must use the contact information provided by you to APCC. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if delivery by U.S. Mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

## **Additional Terms**

This TOS contains the entire understanding of you and APCC regarding the use of the Web Site, and supersedes all prior and contemporaneous agreements and understandings between you and APCC regarding its subject matter. This TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of law principles. This TOS and all of your rights and obligations under them (including, without limitation, your membership, if any) will not be assignable or transferable by you without the prior written consent of APCC. No failure or delay by a party in exercising any right, power or privilege under this TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TOS. You and APCC are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect.

# PRIVACY POLICY

Welcome to the Accelerated Pathways Career College Privacy Policy (“Policy”). For purposes of this Policy, the terms “Accelerated Pathways” “we,” “us,” and “our” refer to Accelerated Pathways Career College, a trade name of FTP423H,LLC, and all of their parent, subsidiaries and affiliates and “you” or “your” refers to you, as a user of our educational services, including any use of our websites, software applications, and mobile apps, whether operated by us or on our behalf (“Services”). It is important that you read this Policy together with any other privacy notice we may provide on specific occasions when we are collecting or processing your Personal Information so that you understand how and why we are using your data. This Policy supplements those other notices and is not intended to override them.

This Policy describes:

- Personal Information We Collect;
- How We Collect Your Personal Information;
- How We Use Your Personal Information;
- How We Disclose Your Personal Information;
- Communications and Opt Out;
- California Privacy Rights;
- Changes to the Policy; and
- Questions About This Policy

## PERSONAL INFORMATION WE COLLECT

“Personal Information,” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to any individual or a household. It does not include anonymous or aggregated data that cannot be associated with an individual or household.

We may collect, use, store and transfer different kinds of Personal Information about you, which we have grouped together as follows:

- Identifiers such as first name, maiden name, last name, alias, username or similar unique personal identifier, student ID, account name, online identifier, social security number, driver's license number, state identification card number, passport number, physical characteristics or description, criminal background status, and marital status.
- Contact Information such as billing address, delivery address, email address and telephone numbers.
- Educational Information such as educational records that contain information directly related to a student and which are maintained by an educational institution or agency or party acting for the institution or agency, like courses, enrollment status, transcripts and grades.
- Financial Information such as student financial aid information, tax information, bank account number, credit or debit card number, and account balance and payment details.
- Health Information such as personal health history, medical records, drug testing, and immunization history.
- Characteristics of Protection Classifications Under California or Federal Law, such as race, color, sex/gender, marital status, national origin, disability, military or veteran information, and age.
- Commercial Information such as details about payments to and from you and your payment history, other details of products and services you have purchased from us, or purchasing or consuming tendencies or histories.
- Professional or Employment-Related Information such as your education, training, prior work experience, resume, references, certificate, licensure, or other professional information, military affiliation and status, work authorization information, and post-graduation employment and earnings.
- Audio and Visual Information such as digital photographs, audio recordings, and videos.
- Internet and Other Electronic Network Activity Information such as internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating

system and platform and other technology on the devices you use to access our Services.

- Usage Data includes information about how you use our Services.
- Marketing and Communications Information such as marketing campaign data, click throughs, your preferences and consent in receiving marketing from us and our third parties, and your communication preferences.
- Sensitive Personal Information. We collect Personal Information that is defined as “Sensitive Personal Information” under California law, including driver’s license, social security numbers, race or ethnic origin, and health information. We do not use or disclose Sensitive Personal Information for any business purposes other than as permitted by law, including to providing good and services, verifying your information, processing payments, providing financial aid, ensuring security, safety, and integrity of our students, and/or as permitted by further regulations.

We may also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your Personal Information but is not considered Personal Information as this data does not directly or indirectly reveal your identity. However, if we combine or connect Aggregated Data with your Personal Information so that it can directly or indirectly identify you, we treat the combined data as Personal Information which will be used in accordance with this Policy.

Retention. For each of these categories of Personal Information, we will retain the information as long as is reasonably necessary to fulfill the purpose for which it was collected, to comply with applicable laws and regulations, and/or to support any claim, defense, or declaration in a case or before a jurisdictional and/or administrative authority, arbitration, or mediation panel.

Information You Provide To A Third Party. The Services may include links and plug-ins to websites operated by third parties such as Twitter, Facebook, and Instagram buttons (“Third-Party Sites”). APCC does not control any Third-Party

Sites and is not responsible for any information they may collect. The information collection practices of a Third-Party Site are governed by its privacy policy. It is your choice to enter any Third-Party Site. We recommend that you read its privacy policy if you choose to do so.

Children's Privacy. The Services are intended for adult use only and is not directed towards children, minors, or anyone under the age of 16. If you are under the age of 13, you are not authorized to provide us with any Personal Information. If the parent or guardian of a child under 13 believes that the child has provided us with any Personal Information, the parent or guardian of that child should contact us at the email address below and ask to have this Personal Information deleted from our files.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

We may collect Personal Information from a variety of sources and methods. This includes:

### Information You Voluntarily Provide to Us

You may give us your Personal Information by filling in forms, enrolling in one of our educational programs, or by corresponding with us by post, phone, text, email or otherwise. This includes Personal Information you provide when you:

- Submit a Request for Information form
- Submit a Contact Us form
- Use the chat feature on our website
- Call, email, or text us
- Apply to enroll and/or enroll in one of our educational programs
- Request a student ID
- Register for classes
- Apply for financial aid

- Create a student account, including a student portal, LMS or other account
- Order or purchase educational or other products and services
- Attend our courses, programs or other events where we collect information about you
- Submit a review or student testimonial
- Use one of our career resources
- Use one of our online learning management, student portal, or other interactive tools
- Make an appointment and receive dental services at one of our dental clinics
- Make an appointment and receive services at one of our veterinary clinics

### Information We Collect When You Use Our Services

Automated technologies or interactions. As is true of most websites, we receive and store certain types of Personal Information whenever you interact with us online. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. When you access and use our Services from your mobile devices, we receive data from that mobile device. This may include your device ID, location data, IP address and device type. You may manage how your mobile device and mobile browser share location information with us, as well as how your mobile browser handles cookies and related technologies by adjusting your mobile device privacy and security settings. Please refer to instructions provided by your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

Cookies. Cookies are small files that we or our service providers transfer to your computer's hard drive through your web browser that enables us or our service providers' systems to recognize your browser and capture and remember certain information. We use cookies to help us understand how users use the Services.



For example, cookies gather information about how long you spend on a web page so that we can understand what web pages are of most interest to users. If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off cookies by adjusting your browser settings. For more information about cookies and about turning off cookies, please see: <https://allaboutcookies.org> If you turn off your cookies, some of the features of the Services may not function properly.

### Information We Collect From Third Parties

We collect Personal Information from various third parties, including those listed below. The collection, use, and disclosure of Personal Information received from third parties is governed by the privacy policies listed on the website where the information was submitted by the user. Third parties may send their own cookies and pixel tags to you, and may collect information and use it in a way inconsistent with this Policy. Please carefully review these third-party privacy policies to understand how your information may be collected, used and disclosed by these third parties.

Third Party Service Providers. We collect Personal Information from service providers including where we operate accounts on third-party platforms, such as online application submission and management platforms, student information platforms, learning management platforms, email platforms, and social media platforms.

Third Party Advertising Partners. We collect Personal Information received from third party advertising partners, including partners who host and manage various advertisements and online forms where you can request additional information.

Third Party Financing Partners. If you set up an account with or through a third-party financing partner, such as a private loan vendor, local, state or federal programs, employer, or SJVC's institutional financing servicer, we may collect Personal Information from them related to your benefits, grant, voucher, loan, or financing plan.

Google Analytics. We use third party cookies provided by Google Analytics to assist us in better understanding our website visitors. These cookies collect IP address and usage data, such as the length of time a user spends on a page, the pages a user visits, and the websites a user visits before and after visiting our website. Based on this information, Google Analytics compiles data about website traffic and interactions, which we use to offer better user experiences and tools in the future. For more information on Google Analytics, visit <https://support.google.com/analytics>.

Your 'Do Not Track' Browser Setting. Some web browsers incorporate a "Do Not Track" feature (DNT) that signals to the websites that you visit that you do not want to have your online activity tracked. Many websites and applications, including the Services, do not currently respond to web browser DNT signals because such signals are not yet uniform. For more information about DNT signals, please visit <https://allaboutdnt.com>. Other third party websites may keep track of your browsing activities when they provide you with content, which enables them to customize what they present to you on their websites.

## HOW WE USE YOUR PERSONAL INFORMATION

Our primary purpose for collecting Personal Information is to provide you with products and services you request. We may also use your Personal Information for the following business purposes:

- To determine your admissibility for your selected educational program
- To process your application and enroll you in an education program
- To verify your educational background during the enrollment process
- To determine your eligibility for financial aid, scholarships, grants, and other financing
- To provide career services assistance
- To provide you with information, products and/or services you request
- To provide you with tutoring assistance
- To facilitate recruitment efforts
- To facilitate the creation of and secure any student accounts
- To communicate with individuals in written, electronic, and verbal form
- To analyze academic and learning outcomes and preferences
- To develop new tools, software applications, products and services
- To obtain payment for services that we provide to you, including, but not limited to, payments through financial aid
- To process reimbursements and financial aid payments to you
- For our internal marketing purposes, which include, but are not limited to, sending you material about products, services, updates, etc. that we think may be of interest to you
- To customize the advertising and content you see
- To maintain student records and transcripts
- For internal business purposes such as complying with our internal policies or improving our Services
- To analyze how our Services are being accessed and used
- To verify information
- To protect our interests, including establishing, exercising and defending legal rights and claims
- As necessary to comply with legal requirements, to enforce our Code of Conduct, to prevent fraud, to co-operate with law enforcement and regulatory authorities, and to stop other prohibited, illegal, or harmful activities
- To provide professional services you may request, including dental and veterinary services through our clinics
- To apply for certifications and licensures on your behalf
- For purposes disclosed at the time you provide your information or as otherwise set forth in this Policy

## HOW WE DISCLOSE YOUR PERSONAL INFORMATION

We share your Personal Information with third parties only in the ways that are described in this Policy and with our business partners, suppliers and sub-contractors in order to provide you with our Services and perform any contract we enter into with them or you.

Information You Instruct Us to Share. You may be presented with an option to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties and all information you disclose will be subject to the third-party privacy policies and practices of such third parties.

Service Providers. We may use third-party service providers to perform certain business services on behalf of us or the Services and may disclose Personal Information to such service providers as needed for them to perform these business services. Service providers are only allowed to use, disclose or retain the Personal Information to provide these services and are prohibited from selling Personal Information. Business services provided include, but are not limited to, hosting services, software as a service, document management services, communications services such as email, text, and chat services, software and website development services, scholarship and financial aid services, lending and loan processing services, collection services, accounting and audit services, compliance services, quality control services, analytics services, call center services, housing services, marketing services, employment, employment verification services, and proctoring and testing services.

Internal Third Parties. We may share Personal Information with our parent company, subsidiaries and other companies owned by or controlled by APCC, who may use the Personal Information for the purposes described above.

Externship and Clinical Experiences Sites. You may participate in an externship or one or more clinical experiences with a third-party while receiving Services from us. We may share Personal Information with a business or one or more of our affiliated sites, who may use your Personal Information for the purposes of providing you with an externship or clinical experience.

Business Transactions. We may do business with third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets.

Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your Personal Information in the same way as set out in this Policy.

Legal Process. Subject to applicable law, we may disclose information about you (i) if we are required to do so by law, regulation or legal process, such as a subpoena; (ii) in response to requests by government entities, such as law enforcement authorities; (iii) when we believe disclosure is necessary or appropriate to prevent physical, financial or other harm, injury or loss; or (iv) in connection with an investigation of suspected or actual unlawful activity.

User Disclosures. Some Personal Information is disclosed as a matter of course as a result of your use of certain Services. Any Personal Information shared via any public forum using the Services or on another website (such as Facebook, Google, LinkedIn, Instagram or Twitter) may become public information. We cannot control the use of information disclosed in these public forums. You should exercise caution when disclosing information in these public areas, especially your health information and location data, and be careful how you disclose your Personal Information. Content posted in public areas of the Services, including advice and opinions, represents the views and is the responsibility of those who post the content. We do not necessarily endorse,

support, verify, or agree with the content posted. If you have any questions or comments about any content posted using the Services, please contact us at the address below.

USERS ASSUME ALL RESPONSIBILITY FOR ANY LOSS OF PRIVACY OR OTHER HARM RESULTING FROM THEIR OWN VOLUNTARY DISCLOSURE OF PERSONAL INFORMATION IN PUBLIC FORUMS.

Categories of Personal Information that have been disclosed for a business purpose in the past twelve months include:

- Identifiers
- Contact Information
- Educational Information
- Financial Information
- Health Information
- Characteristics of protected classifications under California or federal law,
- Commercial Information
- Professional or Employment-Related Information
- Audio and Visual Information
- Internet and other electronic network activity information
- Usage Data
- Marketing and Communications Information

Personal Information Sold or Shared. We have not sold any Personal Information in the past twelve months. We have shared Personal Information in the past twelve months with our third party advertising partners to serve ads to you about our products and services as you browse the Internet. "Sharing" is defined under California privacy law as "renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Information by the business to a third party for cross-context behavioral advertising, whether or

not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged.” This sharing means that these third-party service providers may use their own cookies or tags to track your online activities and purchases in order to deliver targeted advertising based on your interests. If your browser supports it, you can turn on the Global Privacy Control (GPC) to opt-out of the “sharing” of your Personal Information. Learn more at the [Global Privacy Control](#) website. APCC has no actual knowledge of any sales or sharing of Personal Information of minors under 16 years of age.

## COMMUNICATIONS AND OPT OUT

**Text Messaging.** APCC, its affiliated companies, and necessary third-party service providers and those acting on its behalf may send you operational and informational text (SMS) messages about your use of the Services at the phone number you provided us. We may also send marketing or other promotional messages to the extent that you have provided the appropriate opt-in consent. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. Your agreement to receive promotional texts is not a condition of any purchase or service offered by APCC. Texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems. If you change or deactivate the phone number you provided to APCC, we ask that you update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number.

**Opt-Out.** You may opt out of receiving text messages from APCC at any time by replying STOP to any text message from APCC or by emailing your opt-out request to [info@apc.college](mailto:info@apc.college). You may continue to receive text messages for a

short period while we process your request, and you may also receive text messages confirming the receipt of your opt-out request.

Email. APCC may send you emails concerning our products and services, as well as those of third parties. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email or by emailing [info@apc.college](mailto:info@apc.college). This opt out will not apply to operational or informational emails related to your enrollment at APCC. You may continue to receive promotional email messages for a short period while we process your request.

By Mail. You may make a request to be removed from APCC's marketing mailing lists by sending your name and address to 5060 N. 19th Ave, Suite 111-112, Phoenix, AZ 85012, emailing [info@apc.college](mailto:info@apc.college), or calling 480-717-5027. You may continue to receive these mailings for a short period while we process your request.

## CALIFORNIA PRIVACY RIGHTS

California privacy law provides California residents with specific rights regarding their Personal Information. This section describes your privacy rights and explains how to exercise those rights.

Upon verification of your identity you may:

- No more than twice in any 12-month period, request disclosure of the following information:
  - Categories of Personal Information we collect.
  - Categories of sources from which Personal Information is collected.
  - Categories of Personal Information sold or disclosed to third parties.
  - Categories of third parties with whom such Personal Information is sold or disclosed.



- Business or commercial purpose for collecting or selling Personal Information.
- Specific pieces of Personal Information we collect.
- Request to correct inaccurate Personal Information.
- Request deletion of your Personal Information, subject to the exceptions provided by law.
- Opt-out from having your Personal Information sold to or shared with third parties, if applicable.
- Limit use and disclosure of Sensitive Personal Information for any purpose other than the pre-approved business purposes identified in the privacy law. Our use of Sensitive Personal Information is already limited to the approved business purposes identified above.

Requests can be submitted by calling our number 480-717-5027. You can also opt out of having Personal Information transmitted through third party cookies and pixels by clicking on the “Opt Out” link.

Please note that these rights apply only to California consumers. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child. Except where you have provided an agent with a Power of Attorney pursuant to Sections 4000 – 4465 of the California Probate Code, when using an authorized agent you must: (1) provide the agent with signed permission clearly describing their authority to make a request on your behalf; (ii) verify your own identity; and (iii) directly confirm that you have provided the authorized agent permission to submit the request. That agent must also be able to verify their identity with us and provide us with their authority to act on your behalf.

The verifiable consumer request initiated by you or your authorized agent must:

- Include your full legal name, email address, and phone number, which we will need to contact you in order to verify that you are the person

about whom we collected Personal Information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us. One of our representatives will contact you in order to verify your identity. You may need to provide additional information in order to verify your request. Depending on the nature of the request, we may require additional verification actions be taken, including but not limited to providing a signed declaration under penalty of perjury that you are the consumer whose Personal Data is the subject of the request. We will only use this information to verify the requestor's identity or authority to make the request.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 ).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics

and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded.

You also have the right to be free from discrimination if you choose to exercise your rights under the law, and APCC will not discriminate by:

- Denying you goods or services.
- Charging you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Providing you a different level or quality of goods or services.
- Suggesting that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Other California Privacy Rights.** California Civil Code Section 1798.83 permits California residents who have provided personally identifiable information to us or our third-party advertisers and marketing partners, if any, to request certain information regarding our disclosure of personally identifiable information to third parties for direct marketing purposes. We do not share information we collect about you with third parties for those third parties' direct marketing purposes.

**CHANGES TO THIS PRIVACY NOTICE**

APCC may modify or update this Policy from time to time. We encourage you to revisit this page often to remain fully informed of our Policy or you can contact us at any time to obtain the latest copy of this Policy.

#### QUESTIONS ABOUT THIS POLICY

For questions or comments regarding our Policy, please contact us by emailing our Privacy Administrator, Nick Randall, at [nick@apc.college](mailto:nick@apc.college).