



## Continuing Education Terms and Conditions

By registering for and/or purchasing a Continuing Education (CE) course, workshop, or program (“Program”) offered by the New York Academy of Art (“Academy”), whether in-person or online, you (“Participant”) agree to the following Terms and Conditions:

### 1. Registration and Payment

- Full payment is required at the time of registration to secure a place in any Program.
  - Registrations are accepted on a first-come, first-served basis and are subject to availability.
  - The Academy reserves the right to limit, refuse, or cancel any registration or deny participation or future enrollment at its sole discretion.
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### 2. Cancellations and Refunds

- Participants may cancel their registration up to 14 days before the start date of the Program to receive a full refund minus a \$70 administrative fee.
  - Cancellations received less than 14 days prior to the start of the Program are not eligible for a refund.
  - The Academy reserves the right to cancel or reschedule any Program for any reason, including but not limited to insufficient enrollment or instructor availability. In such cases, Participants may choose between a full refund or transfer of tuition to another course.
  - Refunds will be issued to the original method of payment within 10 to 14 business days.
  - If a Participant cancels after a Program has started, a 100% refund will be offered during the first week of class. After the first week of class, a refund is not available.
  - Notwithstanding the above, no refunds will be issued in cases where a Participant is dismissed or removed from a Program for conduct-related reasons.
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### 3. Dismissal and Removal

- The Academy reserves the right, at its sole discretion, to dismiss any Participant from a Program, to remove a Participant from any class session or online environment, or to deny continued or future enrollment in any Continuing Education offering.

- Such action may be taken for behavior that the Academy determines to be disruptive, inappropriate, unsafe, unlawful, or otherwise inconsistent with maintaining a respectful and effective learning environment.
  - All determinations regarding Participant conduct and appropriate action are made solely by the Academy and are final.
  - Dismissed Participants are not eligible for a refund.
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#### 4. Code of Conduct

- Participants are expected to maintain respectful and professional behavior toward instructors, staff, and fellow students.
  - Harassment, discrimination, intimidation, or any form of abusive or disruptive conduct will not be tolerated and may result in immediate dismissal.
  - The Academy reserves the right to determine, in its sole judgment, whether conduct violates these standards.
  - These expectations apply to all Program environments, including in-person classes, live online sessions, and any Academy-hosted digital platforms or communities.
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#### 5. Participant Status

- Participants in Continuing Education Programs are not matriculated students of the Academy and are not enrolled in a degree-granting program.
  - Continuing Education Participants are not entitled to the rights, privileges, or academic processes afforded to degree-seeking students.
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#### 6. Liability Waiver and Release

- By enrolling in a Program, Participant voluntarily assumes all risks associated with participation, including but not limited to physical injury, illness (including COVID-19), or damage to property.
  - Participant hereby releases, waives, and discharges the Academy, its trustees, officers, employees, agents, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any loss, damage, injury, or illness sustained in connection with their participation in the Program.
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#### 7. Health and Safety

- In-person Participants must comply with all Academy health and safety protocols, including any applicable public health mandates or institutional guidelines in place at the time of the Program.
- The Academy reserves the right to modify its health and safety policies as conditions change.



## 8. Course Materials and Access

- All course content, including recordings, handouts, and materials, are the property of the Academy and/or the instructor and may not be copied, distributed, or reused without express written permission.
  - Online course access is limited to the registered Participant and may not be shared.
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## 9. Photography and Media Release

- The Academy may photograph or record Programs for archival, promotional, or educational purposes. By participating, you grant the Academy the right to use your image or likeness without compensation, unless you provide written notice opting out prior to the start of the Program.
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## 10. Intellectual Property

- All intellectual property provided in connection with a Program remains the property of the Academy and/or the individual instructor and is protected by copyright and other applicable laws.
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## 11. Dispute Resolution

- Any disputes arising from these Terms or participation in a Program shall be governed by the laws of the State of New York.
  - Participant agrees to submit to the exclusive jurisdiction of the state and federal courts located in New York County, NY.
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## 12. Institutional Discretion

- The Academy reserves the right to take any action it deems necessary to preserve the integrity of its programs and to maintain a safe, respectful, and effective learning environment.
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111 FRANKLIN STREET NEW YORK CITY NEW YORK 10013

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### 13. Modifications to Terms

- The Academy reserves the right to update or modify these Terms and Conditions at any time. Updated Terms will be posted on the Academy's website and will apply to all future registrations.

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By completing a purchase or registration, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

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