

Overview

- The **ACT Prebilled Registration Voucher** can be used when a school/agency would like to pay the regular registration fee for the ACT® test for a student or group of students.
- Schools/agencies can order vouchers from ACT and provide them directly to those students they wish to cover.
- Each school/agency is responsible for:
 - determining which students are eligible for a voucher
 - informing eligible students of the voucher
 - distributing the correct voucher (no writing or with writing) to eligible students
 - monitoring the use of vouchers

Voucher Types

There are two voucher types: the ACT (no writing) and the ACT with writing. Each voucher covers a different test option.

Type of Voucher	Fee Covered	Fee(s) NOT Covered*
The ACT (no writing)	Regular registration fee for the ACT (no writing)	Any additional fees or services.
The ACT with writing	Regular registration fee for the ACT with writing	

*Students are responsible for paying any fees not covered by the voucher.

Contacting ACT

For questions about this voucher, please call 319.337.1320.

Ordering Vouchers

To request vouchers:

1. Complete the order form with the requested information and provide both signature and date.
2. Submit the order form to ACT per the instructions provided.

Billing and Payment

- ACT will bill the school/agency for each voucher ordered within two weeks from the date the order was processed.
- Unused vouchers are non-refundable.
- Do not return unused vouchers to ACT.



National Prebilled Registration Voucher Order Form 2018–2019

Section A: School/Agency Details

School/Agency Name _____ High School Code _____

Physical/Shipping Address (no PO Box) _____

City _____ State _____ ZIP Code _____

Program Contact Name (person responsible for the program) _____ Title _____

Email _____ Direct Telephone Number _____

Is the billing address the same as the physical/shipping address? **Yes** **No** If no, enter the billing address below.
Must be the mailing address of the school/agency.

Billing Address _____ City _____ State _____ ZIP Code _____

Section B: Ordering the Voucher

Vouchers Purchased—Pursuant to the terms of this Agreement, Customer is purchasing the following products:

Quantity	Item	Description	Fee*
	The ACT (No Writing) Prebilled Registration Voucher	Each good for one ACT (no writing) registration.	\$50.50
	The ACT with Writing Prebilled Registration Voucher	Each good for one ACT with writing registration.	\$67.00

*Customers will be charged applicable state and local sales taxes where required. A list of states where ACT is registered to collect and remit sales tax can be found at www.act.org/orderinfo. If required, calculate appropriate sales tax based on your shipping address and add to the order total. If you are exempt from sales tax, appropriate documentation must be received by ACT before tax-exempt status will be granted. Fees may be updated from time to time.

Note: Vouchers will be delivered in PDF format by email within 1-3 business days.

If you prefer to receive paper vouchers, confirm this by checking the following box: Request to receive paper vouchers. Allow 10–15 business days for delivery.

Section C: Term

Vouchers may be used to pay for admission to a National test date that takes place during the 2018–2019 ACT testing year. For a complete list of test dates and deadlines, visit www.actstudent.org.

Section D: Terms and Conditions

This order is subject to the attached Terms and Conditions, which are incorporated by reference.

Section E: Signature

Customer represents and warrants (a) that it has the requisite authority to place this order and (b) that the individual(s) signing this order form on behalf of the Customer is (are) authorized to do so. By signing below, the Customer indicates its agreement to the Terms and Conditions of this order form.

School/Agency Name _____

By (signature) _____ Printed Name _____

Title _____ Date _____

Order form with signature and **all pages** may be faxed or emailed to:

ACT Customer Care
PO Box 4069
Iowa City, IA 52243-4069

Phone: 319.337.1320
Email: ACT-RegMaterials@act.org

TERMS AND CONDITIONS

ACT and the Customer agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall mean:
 - (i) "ACT" means ACT, Inc.
 - (ii) "Agreement" means collectively the Order Form and these TCs.
 - (iv) "Customer" means the party named in Section A of this Agreement.
 - (v) "Order Form" means the ACT Assessment Voucher Order Form to which these TCs are appended.
 - (vi) "TCs" means these terms and conditions.
2. **Term.** The term of this Agreement shall be as set forth in Section C of the Order Form ("Term"), subject to earlier termination, as set forth in Paragraph 10.
3. **Vouchers.** Customer is purchasing vouchers for admission to the ACT assessment (the "Assessment") from ACT as set forth in Section B of the Order Form. Each voucher will allow one examinee to pay for admission to one testing date. No other products or services are covered by these vouchers. Each Prebilled – No Writing voucher will allow one examinee to pay for admission to a test date without taking the Writing portion of the Assessment. If an examinee who uses a Prebilled – No Writing voucher wishes to take the Writing portion of the Assessment, he or she may individually pay the difference in cost between the test without Writing and the test with Writing. Each Prebilled – Plus Writing voucher will allow one examinee to pay for admission to a test date either with or without taking the Writing portion of the Assessment. No refunds are available for a Prebilled – Plus Writing voucher that is used to pay for admission to a testing date without taking the Writing portion of the Assessment.
4. **Payment Terms.** Customer agrees to pay ACT the amounts set forth in Section B the Order Form. All invoices shall be sent to the Customer at the address listed in Section A of the Order Form unless otherwise specified herein. Customer shall pay ACT for the vouchers within thirty (30) days of receipt of an invoice from ACT. All invoices not paid when due shall, at the option of ACT, accrue interest at the lower of eighteen (18) percent per annum, or the highest rate allowed by law. All taxes (if any) shall be at Customer's sole expense. If the transaction contemplated hereunder is or becomes subject to any tax, duty, levy or impost of any nature, Customer will immediately pay to ACT such tax, duty, levy or impost upon request from ACT.
5. **Use of Vouchers.** Vouchers will take the form of numerical codes provided to Purchaser upon execution of this Agreement. These vouchers may be used by Customer's students to pay for admission to a national testing date only during the date range shown in Section C above. Students will register as normal to take the Assessment at the website www.actstudent.org. They will enter their voucher code to cover the costs of the registration fee only. Customer is not a party to the agreement between ACT and its examinees, and the examinees are not parties to this Agreement. This Agreement has no third-party beneficiaries
6. **Security of Vouchers.** Customer is responsible for distributing voucher codes to its students. Customer is fully responsible for maintaining the security of its voucher codes. ACT will not be responsible for lost or stolen voucher codes, and will not verify that users of voucher codes are authorized by Customer.
7. **No Refunds.** The vouchers are non-refundable, "use it or lose it" vouchers. Neither Customer nor its students may obtain refunds of any kind, though students who have used a voucher to register for the Assessment will be able to reschedule testing dates in accordance with ACT's normal policies and procedures, as updated from timeto time.
8. **Limitation on Damages and Indemnification.** ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the term of the Agreement. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.
9. **Disclaimer.** ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, RELATED TO USE OF VOUCHERS OR THE ONLINE REGISTRATION SYSTEM, INCLUDING THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.
10. **Termination.** ACT may at any time with or without cause terminate this Agreement immediately upon notice to Customer. Customer may terminate this Agreement without cause by providing ACT thirty (30) days written notice. Customer may not terminate this Agreement for cause without first providing ACT written notice of breach and a 30 day opportunity to cure such breach. Customer shall pay ACT for all fees incurred through the date of termination. Upon the expiration or termination of this Agreement, the obligations which by their nature are intended to survive shall survive including without limitation, those set forth in paragraph 6.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.
12. **Authorization.** Customer represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of Customer is (are) authorized to do so.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa, United States of America, without giving effect to conflict of law principles and excludes the United Nations Convention for the International Sale of Goods. The parties hereby consent to jurisdiction in the State of Iowa, U.S.A. and agree that the courts within Iowa shall have exclusive jurisdiction over any issues regarding the interpretation or enforcement of this Agreement.
14. **Arbitration.** In the event of any dispute between the parties arising under or in connection with this Agreement, the complainant must set out in a written notice the nature of the dispute and deliver the notice to the other party. Both parties must make reasonable good faith efforts to resolve the dispute. If the parties are unable to resolve the dispute within sixty (60) days, the dispute shall be finally settled by arbitration under the Rules of Arbitration for the International Chamber of Commerce. There shall be a sole arbitrator. The parties shall mutually agree to select the arbitrator provided, however, that if they are unable to agree to the arbitrator within thirty (30) days, then the arbitrator shall be appointed by the American Arbitration Association. The place of arbitration shall be Iowa City, Iowa, U.S.A., or such other U.S. location as the parties may mutually agree. The arbitration shall be conducted exclusively in the English language. The arbitration shall be governed by the substantive laws of the State of Iowa without regard to principles of conflicts of law. Judgment upon any award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, including any court having jurisdiction over any of the parties or their assets. Any award rendered by the arbitrator shall be final and binding on the parties, and each party waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal of, or collateral attack against, such award. Notwithstanding the foregoing, to the extent a dispute arises in which the remedy must be immediate (as determined by the reasonable judgment of the party harmed) to protect a party's assets, such as in the case of a breach of confidential information, the violation of criminal law, or the violation of ACT's intellectual property rights which poses an immediate threat to such party's assets, those disputes may be brought in any forum deemed appropriate by the party harmed, and shall not be subject to the dispute escalation and arbitration provisions above. Nothing in this Section prevents a Party from exercising their right to terminate this Agreement in accordance with Section 10.