

# THE PREACT TEST

## Examinee Terms and Conditions

### 2025–2026

The PreACT<sup>®</sup> Test Examinee Terms and Conditions (“Terms and Conditions”) are a legal agreement between the person who will take the PreACT Test (“you”) and ACT Education Corp. (“ACT”). They set out important policies and procedures related to your taking a PreACT or PreACT Secure Test (“test”). By taking the test, you are agreeing to these Terms and Conditions.

**NOTICE:** By taking the test, you represent and affirm the following to ACT:

- The information you have provided to ACT is true.
  - You have read, understand, and agree to be bound by these *Terms and Conditions* and other ACT policies referenced in these *Terms and Conditions*.
  - You are not working for or on behalf of any test preparation provider(s).
  - Any and all disputes, claims, controversies (“Disputes”) between you and ACT—other than Disputes solely involving infringement of intellectual property rights—will be resolved through binding arbitration as set out below, and you are waiving your right to having any such Dispute heard by a judge or jury.
1. **ACT Intellectual Property Rights.** This test is the property of ACT. ACT owns all answers and answer documents you submit as well as all score-related data maintained by ACT. PreACT assessments are proprietary and are copyrighted by ACT. You may not copy, photograph, memorize, disclose, or use any other means to share, publish, disclose, or make known any content contained in this test—before, during, or after the time the test is administered. A violation of this prohibition may result in your scores being canceled or not reported, as well as legal action being taken against you for violating ACT’s intellectual property rights.
  2. **Privacy Policy and Notice of Collection of Personally Identifying Information.** ACT collects personally identifying information when you register for or take one of our tests. Some of this information is mandatory (including, but not limited to, your name, address, and date of birth), because it enables ACT to, for example, administer the test, report scores to colleges, and protect test security. ACT recognizes the importance of protecting the privacy of your personally identifying information. Our processing of such information, including collection, use, transfer, and disclosure, is described in the ACT Privacy Policy found at [www.act.org/privacy](http://www.act.org/privacy). When you register for or take a PreACT test, you consent to the ACT Privacy Policy. If you or your parent or guardian has any questions about the ACT Privacy Policy, contact our Data Protection Officer at [DPO@act.org](mailto:DPO@act.org).
  3. **Items Brought to the Test.** ACT and your test administrator may restrict the items you bring to the test. All items you bring or wear, such as hats, glasses, masks, purses, backpacks, cell phones, calculators, other electronic devices, pre-approved medications or personal aids, and watches, may be searched or inspected at the discretion of ACT and test staff. Searches may include the use of tools, such as handheld metal detectors that detect prohibited metal items. ACT may confiscate and retain for a reasonable period any item suspected of having been used, or capable of being used, in violation of these Terms and Conditions. ACT may also provide such items to, and permit searches of such items by, third parties in connection with an investigation conducted by ACT or others. ACT shall not be responsible for loss or damage to any items that you bring to a test center.
  4. **Prohibited Behaviors.** The following behaviors are prohibited. You may be dismissed, your answer document may not be scored, and/or your score may be

invalidated at the sole discretion of the test administrator if you engage in any of the following behaviors:

- a. Filling in or altering responses to any multiple-choice questions after time has been called. This means that you cannot make any changes to a test section outside of the designated time for that section, even to fix a stray mark or accidental keystroke.
- b. Looking back at a test section on which time has already been called.
- c. Looking ahead to other test sections.
- d. Looking at another person's test or answer document.
- e. Giving or receiving assistance by any means.
- f. Discussing or sharing test questions, answers, or test form identification numbers at any time, including during test administration, during breaks, or after the test.
- g. Attempting to photograph, copy, memorize, or capture test-related information or remove test materials, including questions or answers, from the test room or from any online test session in any way or at any time.
- h. Disclosing test questions or answers, in whole or in part, in any way or at any time, including through social media.
- i. Using a prohibited calculator (described in the ACT Calculator Policy found at [www.act.org/calculator-policy.html](http://www.act.org/calculator-policy.html)).
- j. Using a calculator on any test section other than mathematics.
- k. Sharing a calculator with another person.
- l. Wearing a watch during test administration. All watches, timers, or other timing devices must be removed and placed on the desk while in the test room so that it remains visible to staff during the test.
- m. Using a watch or other timing device with recording, internet, or communication capabilities (e.g., a smart watch or fitness band).
- n. Accessing any electronic device at any time during testing or during break other than an approved calculator or watch. All other electronic devices, including cell phones and other

wearable devices, must be powered off and stored out of sight from the time you are admitted to test until you leave the test center.

- o. Using highlighter pens, colored pens or pencils, notes, dictionaries (unless approved by the test administrator for translations), or other aids.
- p. Using scratch paper  
Note: If you are taking the test online, some use of ACT-authorized scratch paper or a dry erase surface may be permitted; all such use must be in accordance with ACT policies and procedures.
- q. Not following instructions or abiding by the rules of the test center.
- r. Not following the rules of the test administration.
- s. Exhibiting confrontational, threatening, or unruly behavior.
- t. Violating any laws. If ACT suspects you have engaged in criminal activities in connection with a test, such activities may be reported to law enforcement agencies.
- u. Allowing an alarm on a personal item to sound in the test room or creating any other disturbance.

5. **Consequences for Prohibited Behavior or Irregularities in Testing.** Your test administrator shall have sole authority for determining whether to act regarding prohibited behavior observed or suspected on test day, and their decisions are final. Test administrators are not required to notify you or give you a warning of any observed or suspected prohibited behavior at a test center. In some cases, test administrators allow an examinee to continue the test but log their observations on an irregularity report and submit it to ACT. ACT, in its sole discretion, may take action in response, which may include notification to your school, school district, or state department of education ("score recipients") regarding irregularities.

**If there are indicators that your scores may not be valid (e.g., unusual response similarities, evidence that you may have falsified your identity), ACT reserves the right to cancel your scores or**

**otherwise notify score recipients. Proof of misconduct is not required to cancel scores or otherwise notify score recipients.**

6. **Compromises in the Registration, Testing, Scoring, or Score Reporting Processes and Group Irregularities.**

ACT takes steps that are intended to provide you a standardized testing process. However, circumstances may prevent this from occurring in some cases. Those circumstances include, but are not limited to:

- Deviations from standard testing procedures such as events that cause testing at a test center to be canceled or interrupted or a mistiming on any part of the test;
- Concerns regarding whether testing can be safely conducted considering health or other conditions affecting a testing location;
- Errors, delays, or other non-standard circumstances in (a) processing test registrations; (b) delivering tests; (c) administering tests; (d) uploading test responses; (e) preparing, handling, shipping, receiving, processing, or scoring tests; or (f) reporting scores;
- Disruptions at the test location;
- Evidence of group irregularities or compromises (which includes, but is not limited to, evidence of advance access to or disclosure of test content, unusual similarities for a group of examinees, or evidence that a room or center was impacted by prohibited behavior); or
- Any other events that disrupt or compromise any part of the testing process (i.e., registration, test distribution, testing, scoring, and score reporting).

In the unlikely event such a circumstance occurs, ACT will examine the situation and determine whether it or the school, school district, or state department of education needs to take any action including, but not limited to, not proceeding with a scheduled test administration, not scoring tests or canceling scores. If ACT determines that it needs to act, ACT will, in its sole discretion: (a) correct the error (if an error occurred

and ACT believes correction is feasible); (b) offer your state department of education, school district, or school the option to retest; or (c) determine whether to cancel the test event without offering an option to retest. To take such action, ACT shall not be required to demonstrate that a compromise or disruption impacted your specific score. Decisions made by ACT regarding such compromises or disruptions in the testing process are final.

ACT may take any action pursuant to this section regardless of whether you caused or benefited from the compromise or irregularity, or otherwise violated these *Terms and Conditions*. **To the extent permitted by applicable law, the actions listed in this Section 6 are the exclusive remedies available to examinees for the circumstances described in this Section 6.** Decisions made by ACT pursuant to this section are final.

7. **ARBITRATION AGREEMENT FOR DISPUTES WITH ACT.**

Arbitration is an alternative dispute-resolution procedure intended to allow the parties to resolve issues without the formality of going to court. As described in this Section 7, certain Disputes between you and ACT will be submitted to an arbitrator, not a judge or jury, for resolution.

- a. You and ACT agree that any and all Disputes (other than Disputes that solely involve infringement of ACT's intellectual property rights) that may arise between you and ACT—including, but not limited to, Disputes that relate in any way to these Terms and Conditions, taking the test, the reporting of test scores, other reports related to the test, and/or the use or disclosure of personally identifying information by ACT—shall be resolved by a single arbitrator through binding arbitration. **By agreeing to arbitration, you and ACT are waiving the right to have Disputes subject to this arbitration agreement (including Disputes regarding statutory rights) brought before or decided by a judge or jury in state or federal court and are agreeing that any such Dispute will instead be resolved through binding arbitration.** The arbitration

will be administered by the American Arbitration Association (“AAA”), under the AAA Consumer Arbitration Rules (“AAA Consumer Rules”) in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Consumer Rules can be located on AAA’s website, currently found at [www.adr.org/sites/default/files/Consumer\\_Rules\\_Web\\_0.pdf](http://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf).

- b. Any issues regarding the enforceability of this arbitration agreement or whether a Dispute is subject to this arbitration agreement will be decided solely by the arbitrator, except in the case of Disputes that solely involve infringement of ACT’s intellectual property rights. No arbitration may be brought or maintained as a class action or a collective action. All arbitration demands must be filed on an individual examinee basis. The arbitrator shall not have the authority to combine, consolidate, or aggregate the Disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration. Notwithstanding the arbitration agreement set forth in this Section 7, you or ACT may take a claim to small claims court instead of arbitration if the claim is within the jurisdiction of the small claims court, but only if and as permitted in the AAA Consumer Rules. The Federal Arbitration Act applies to and governs this arbitration agreement, including interpretation and enforcement of the agreement, and preempts all state laws to the fullest extent permitted by law. Each party will be responsible for its own attorney’s fees and expenses incurred in connection with the arbitration, regardless of the outcome of the arbitration, except as required by applicable law.

8. **LIMITATION OF LIABILITY AND DAMAGES.**

**To the extent permitted by applicable law, ACT’s total liability to you, or anyone claiming by or through you or on your behalf, for any claims, losses, costs, or damages arising out of, resulting from, or in any way related to the test, from any cause, shall not exceed \$100.**

**ACT is not liable for any action, inaction, or decision made by your test administrator, school, school district, or state department of education (including, but not limited to, the test administrator’s decision to invalidate your score).**

**To the extent permitted by applicable law, in no event shall ACT be liable to you, or anyone claiming by or through you or on your behalf, for**

- **Any indirect, special, consequential, speculative, incidental, loss of opportunity (regardless of whether or how these are classified as damages), exemplary, or punitive damages;**
- **Attorneys’ fees or expenses;**
- **Expert witness fees; and/or**
- **Other costs, whether arising out of claims for breach of contract, tort (including negligence), strict liability, product liability, or otherwise and regardless of whether such loss or damage was foreseeable, or you have been advised of the possibility of such loss or damage.**

9. **Waiver and Severability.** Any failure by either party to insist on strict performance of any of these Terms and Conditions shall not be deemed a waiver of its rights unless such waiver is in writing signed by the party against whom it is asserted. Any waiver of any right hereunder at any time shall not be deemed a waiver of any other right. If any provision of these Terms and Conditions is held by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way; and, to the fullest extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent possible, reflects the intention of you and ACT as originally set forth in these Terms and Conditions.
10. **Force Majeure.** ACT shall not be liable for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond ACT’s control including, without limitation, your actions or failure to comply with the requirements of ACT; national emergencies, fire, flood, inclement weather,

epidemics, pandemics, or catastrophes; acts of God, governmental authorities, or parties not under the control of ACT; or insurrection, war, riots, or failure of transportation, communication, or power supply. ACT will exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure to perform and any adverse consequences.

11. **No Third-Party Beneficiaries.** These Terms and Conditions do not create a third-party beneficiary relationship between ACT and any individual or entity other than you.
12. **Questions Regarding These Terms and Conditions.** If you have questions about these Terms and Conditions, you should discuss them with your parents or guardians before taking the test.

# POLICIES AND PROCEDURES

## ACT Privacy Policy

**Scope of this Notice:** At ACT Education Corp. ("ACT," "we," "us") we recognize the importance of protecting the privacy of your personal information.

This Notice explains how ACT collects, uses, maintains, and shares your information when you:

- Visit ACT websites that reference or link to this Privacy Notice (collectively, the "Site");
- Provide your personal information to us through use of the Site; and/or
- Register for or participate in ACT's assessments, programs, and services (collectively, "Products" or "ACT Products").

Please note that when your information is shared with others as described in this notice, it may be subject to the additional privacy terms of those third-parties with whom the information is shared.

## Main Notice

### Information ACT Collects

Personal information is information that can identify you, or that could be used in combination with other available data to identify you. ACT collects personal information from different sources as described in this notice, and the categories of personal information ACT collects include the following:

- Contact information, such as your name, home address, email address, telephone number, date of birth, and gender.
- Education and job information, such as year of high school graduation or equivalent grade in school, high school academic information, intended college major and occupation, college plans, extracurricular plans, and job title.

- Test administration information, such as photograph, disability information, and whether you are right- or left-handed.
- Payment information, such as credit card number, bank account information, and tax identification number.
- Device information, such as internet protocol address, device geolocation information, and information from cookies and web beacons.
- Sensitive information, including your race/ethnicity and personal information from children under 13.

### Personal Information Provided by You

In connection with collecting this information, ACT will indicate information that is mandatory and information that is optional. If you do not provide mandatory personal information, such as your contact information, you may not be able to use, access or benefit from ACT's Products.

- **Use of ACT Products.** When you register for or use an ACT Product, we ask you to provide certain personal information, including contact information, education and job information, test administration information, sensitive information and payment information.
  - **International:** If you are taking an assessment outside the United States, some of the information ACT requests could be classified in your home country as sensitive or special personal information according to your country's data protection laws. This may include your age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, credit card information, and/or information related to your background, including political and religious affiliations.

- **Site visitors.** When you visit the Site, ACT may collect and store your device information. Additionally, if you request materials or information from ACT, we may ask you to provide your contact information and education and job information, as well as an explanation of your need for the requested materials or information. If you are purchasing a Product, ACT may ask for your payment information.
- **Test Security.** During administration of a secure ACT assessment, you may be asked to provide personal information including test administration information, and your test session may be captured by video and/or audio to ensure test security.
- **Suppliers of services and goods to ACT.** If you are a supplier of services or goods to ACT, such as a test proctor, ACT may request a variety of personal information, including contact information and payment information.
- **Job Applicants.** If you are applying for employment with ACT, we will request a variety of personal information, including your contact information and education and job information.

## Personal Information Provided by Other Sources

- **Schools, school districts, and educational institutions.** When you use an ACT Product through your school or educational institution, ACT may receive personal information from that school or educational institution, including your contact information, education and job information, test administration information, and sensitive information.
- **Automated means.** ACT uses the following automated means to collect personal device information about you:
  - **Cookies.** Cookies are small text files that a website can send to a user's browser and store on the user's hard drive. Cookies can make your use of the Site easier by saving user information

such as status and preferences. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Site. Unless you have adjusted your browser setting so that it will refuse cookies, ACT will issue cookies when you use your browser to visit the Site.

- **Web Beacons.** The Site also uses Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. ACT may use Web beacons to count users who have visited a page or opened an email, or for other similar website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You can disable Web beacons from capturing information by blocking cookies.
- **Third-Party Analytics Services.** The Site uses third-party service providers for analytics purposes. These providers collect information about you and report website trends that may be linked to you. These providers use their own cookies to track site visitor interactions. ACT does not control the cookies used by these third-party service providers and their use may be governed by the service providers' own privacy policies. These service providers create reports for ACT that contain aggregate information about visitor interactions with ACT's website, in order to help ACT improve the website. To learn more about your choices regarding online tracking, please visit these sites: <https://youradchoices.com/control>, <https://www.usa.gov/optout-instructions>.
- **Tracking Technologies.** ACT.org and MyACT.org conduct conversion tracking with other websites, such as Twitter and Facebook, to track your interaction with ACT advertisements on those websites. We also target ACT's advertisements on

social media websites. This means that after visiting ACT.org and MyACT.org, if you later log into, for example, Facebook or Twitter, an ACT advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites: <http://www.aboutads.info/choices/>; <https://www.usa.gov/optout-instructions>.

- The Site does not respond to Do Not Track signals.

## Non-Personal Information and De-identified Information

- **Non-Personal Information** information that does not identify you. In addition to collecting personal information by Automated Means (explained above), ACT may also use automated means to collect anonymized technical and internet data, such as your browser type, the date and time you access the Site, which web pages on the Site you visited, your referring website Uniform Resource Locator (URL), how long you spent on each page of the Site, your operating system, and your screen settings. This information can be used by ACT to administer and improve the Site, enhance security, and inform statistical analyses.
  - **De-Identified Information.** ACT also uses personal information that has been de-identified. ACT takes reasonable steps to ensure that this data cannot be associated with an individual and we will not attempt to re-identify data that has been de-identified.
- Process a request for an ACT Product and communicate with you about the same;
  - Maintain your account, verify your identity, process payments, and collect debts you owe us;
  - Administer, review or improve the Site;
  - Invite you to participate in surveys consistent with ACT's mission, including surveys about ACT Products;
  - Provide you with marketing information about ACT Products or special offers from ACT;
  - Comply with and enforce applicable legal requirements;
  - Investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns;
- Conduct internal research and analysis, including to inform public policy and advocacy; provided that if such research is published or reported, for example to educational institutions, state agencies, or businesses, this use only includes information that ACT maintains in an aggregate or de-identified form, such that it does not constitute personal information.

ACT only processes your sensitive data to administer, review, or improve ACT's Products and communicate with you about the same, for its internal operations, and to conduct internal research and analysis, including to inform public policy and advocacy.

## Marketing

ACT uses your contact information, education and job information, and device information to contact you regarding ACT Products. If you receive a marketing email from ACT, you will be provided instructions on how to opt out of receiving further marketing communications by email. If you opt-out of receiving marketing communications, you will still receive transactional communications by email about your use of ACT Products, for example, confirmation of your registration and receipt of your scores. Mobile information will not be

## How ACT Uses Personal Information

Each category of personal information collected by ACT may be used to:

- Administer, review, or improve ACT's Products and communicate with you about the same, which may include the following activities



shared with or sold to any third parties for marketing or promotional purposes.

## Information Sharing and Disclosure

It is important and consistent with ACT's mission to share information with those who can provide educational or career opportunities to you or who have another legitimate purpose to use your information. ACT will not license your personal information for this purpose without your express consent, and will only disclose personal information as set forth below.

ACT may disclose personal information as follows:

- **ACT Recruit Me (formerly EOS).** ACT Recruit Me is an optional program that provides you with information from colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services (Participating Organizations). When you opt-in to ACT Recruit Me, ACT may share your personal information with its affiliate Encoura, LLC (f.k.a. NRCCUA), who may provide that information to Participating Organizations, who may then pay for a license to use the information to contact you about opportunities. The personal information shared may include your contact information, education and job information, and sensitive information. Your ACT test score range (not your specific scores but a range they fall within) may be disclosed to Participating Organizations and used to identify candidates for opportunities. Personal information shared through the ACT Recruit Me program is also subject to Encoura's privacy policy, available here: <https://encourageme.com/privacy-policy/>. ACT Recruit Me Participating Organizations have agreed to use your information only for the purpose of sharing information about their programs. If you previously opted-in to the ACT Recruit Me program but now wish to opt-out, you may do so by visiting: <https://www.act.org/content/act/en/products-and-services/the-act/ opting-out-of-eos.html> (California law (Civil Code Section §1798.83) permits residents of California that use the Site to opt-out of sharing of their information with other organizations for those organizations' marketing purposes, which can be done using this link.)
- **Test Security.** As necessary to investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns.
- **Educational Institutions.** To schools, school districts, state entities and/or their agents or representatives for educational, research, and reporting purposes.
- **Others.** To others who pay for you to use ACT Products or who receive certificates of achievement or credentials you may have earned by using ACT Products.
- **Parents.** To parents or legal guardians of minors under the age of 18.
- **Government Agencies.** To certain state and federal scholarship and recognition programs and agencies, as further described in the Terms and Conditions you agree to in connection with using ACT Products.
- **Third-Party Researchers.** To certain third-party researchers conducting research consistent with ACT's mission. Researchers who receive any personal information are required to protect the confidentiality and security of the information.
- **Subsidiaries and Affiliates.** To our subsidiaries and affiliates, including for their own direct marketing purposes.
- **An Acquirer.** To another company that acquires ACT or its assets, at which point that company will have responsibility for your personal information, as described in this Privacy Notice.
- **Third Party Service Providers.** To third parties providing services to ACT or as necessary to deliver ACT Products. This includes information needed to verify an individual's identity or for security purposes.

- **Legal Compliance.** As required by law, for subpoena or other legal processes, and as necessary to investigate, act on, or prevent suspected or actual illegal activities, fraud, or potential threats to personal safety.

## International—Onward Transfer of Personal Information

If you use ACT Products or request information about ACT Products outside of the United States, your personal information may be transferred outside of your home country to the United States, either to ACT or a third-party service provider, and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States. If you do not consent to this transfer to the United States, do not participate in or request information about ACT Products.

## Links and Websites

The Site may contain links to websites that are not affiliated with ACT. ACT does not control the privacy policies or practices of those websites and you should review the privacy policy of any such website before providing any information through that website. ACT is not responsible for the content or practices of any websites that are not affiliated with ACT and provides links on the Site solely for the convenience and information of Site visitors.

## Access, Correction, and Deletion of Personal Information

You can review and change your personal information by visiting your account profile page at [MyACT.org](https://MyACT.org). Additionally, you can update your contact information (address, email address and/or telephone number), by contacting ACT Customer Service at 1-800-498-6065 or [customerservices@act.org](mailto:customerservices@act.org).

Depending on your country, state, or locality of residence, you may have additional rights

regarding your personal information, which may include the right to request deletion of some or all of your personal information, request access to or correction of your personal information, receive your personal information in a portable manner, withdraw your consent to our use of all or some of your personal information, request restrictions on how we use or share your personal information, not to receive discriminatory treatment for the exercise of privacy rights, or lodge a complaint with your local supervisory authority. If you are a parent of a child under the age of 13, you may review, have deleted, or refuse to permit further collection or use of your child's personal information. For requests of this type, please contact ACT's Vice President for Data Privacy either via email, at [DPO@act.org](mailto:DPO@act.org), or via postal mail at the below address:

Attn: Vice President, Data Privacy

Email: [DPO@act.org](mailto:DPO@act.org)

Mailing Address:

500 ACT Drive

P.O. Box 168

Iowa City, IA 52243-0168

Your request to exercise data rights must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information, which may include our verification of your full legal name, date of birth, home address, email address, and ACT ID.
- 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, and we will only use personal information provided for identity verification to verify identity. You do not need to create an account with us to submit a request to know or delete.

Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your personal information. To designate an authorized agent if you are a

California resident, the agent must be a natural person or a business entity that is registered with the California Secretary of State.

If you would like to designate an agent to act on your behalf, you and the agent will be required to provide us with proof of the agent's identity and proof that you gave the agent signed permission to submit a request on your behalf. Additionally, you will be required to verify your identity by providing us with certain Personal Information as described above or provide us with written confirmation that you have authorized the agent to act on your behalf.

Please note that this subsection does not apply when an agent is authorized to act on your behalf pursuant to a valid power of attorney. Any such requests will be processed in accordance with respective state law pertaining to powers of attorney.

If you are an EEA resident and you wish to report a complaint or if you feel that ACT has not addressed your concern in a satisfactory manner, you may contact the appropriate Supervisory Authority. The EU Commission has a list of Supervisory Authorities here: [https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

You may have the right to appeal ACT's decision by contacting ACT's Vice President for Data Privacy (as described above) and requesting that your decision be appealed. Your appeal request will then be considered, and you will be notified of the outcome of the appeal.

## Retention of Information

ACT will retain your information for as long as necessary to fulfill any of the uses identified in this Privacy Notice or to comply with applicable legal obligations.

ACT may be required to retain personal information, for example for contractual or other legal reasons as described in this Privacy Notice.

## Security and Confidentiality

Protecting personal information by using reasonable administrative, physical and technical safeguards is important to ACT. For example, we use secure sockets layer (SSL) transmission, which is a protocol for establishing a secure connection for transmitting your personal information. ACT also has other security protocols and measures in place to protect your personal information from unauthorized access, alteration, and unlawful disclosure. When ACT disposes of personal information, we take reasonable measures to protect against unauthorized access to the information.

The safety and security of your personal information also depends on you. Where we have given you (or where you have chosen) a password to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone and urge you to be careful about giving out information in public areas of the Site like message boards. The information you share in public areas may be viewed by any user of the Site.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. ACT is not responsible for circumvention of any privacy settings or security measures contained on the Site.

## Digital Millennium Copyright Act (DMCA)

ACT respects the rights of copyright holders and complies with the Digital Millennium Copyright Act (DMCA) and other applicable copyright laws. We also expect users to respect the rights of copyright holders when using ACT Products and the Site. Uses that infringe the

intellectual property rights of others violate ACT's terms of use.

Making or distributing unauthorized copies of a copyrighted work may infringe on the copyright holder's rights. If a copyright holder notifies us about unauthorized reproduction and/or distribution of copyrighted works, we reserve the right to disable access to the identified works promptly. We also reserve the right to disable the accounts of repeat infringers in appropriate circumstances. For more information, please visit the ACT DMCA Page.

## Changes to this Notice

ACT reserves the right to modify this Privacy Notice at any time. If ACT makes material changes to this Privacy Notice, the changes will be posted on this Site to alert you.

## GDPR Notice

### How will we use your data?

ACT collects your personal information so that we can use the information as described in the How ACT Uses Personal Information section of the Main Notice. ACT's uses your personal information according to the lawful bases of:

- **Contract Fulfillment.** When you register to use an ACT Product, we collect and use your personal information to provide that Product to you.
- **Consent.** When you consent to a specific use of your personal information, ACT will collect and use your personal information in accordance with your consent.
- **Legal Obligations.** ACT is subject to a variety of legal and regulatory obligations and will collect and use your personal information to comply with its legal obligations.
- **ACT's Legitimate Interests.** ACT will collect and process your personal information to carry out its legitimate interests to conduct the following, except where your fundamental rights and freedoms override such interests:

- Protecting ACT or you from data security threats;
- Managing test security;
- Improving ACT Products; and
- Conducting corporate transactions, such as a merger or acquisition

## Automated Decision Making

ACT may use automated means to make decisions about you, including scoring assessments, assigning you a testing location, and carrying out test security. ACT will only use such automated means as (1) necessary for the performance of its contract with you to provide the ACT Products, or (2) as explicitly consented to by you.

## California Notice

If you are a California resident, we collect, process, and disclose information about you as described in the Main Notice. California requires that we provide information to you in a specific format regarding this collection, processing, and disclosure, however, the following information does not modify the statements of the Main Notice above.

In the last twelve months, ACT has collected, disclosed, and shared or sold information as follows:

With respect to the following categories, we collect your information and share it with service providers to perform services requested by you, provide advertising and marketing (but not cross contextual behavior advertising), for internal research for technology and product development, and to maintain the security of ACT's services and products (we do not share your information with third parties as defined under California law):

- Identifiers, such as real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name or other similar identifiers.
- California Customer Records personal information, which includes a name,

physical characteristics or description, address, telephone number, education, employment, or medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

- Protected classification characteristics under California or federal law, such as race, color, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression). [Note we do not collect ancestry, national origin, citizenship, religion or creed, or military and veteran status]
- Internet or other similar network activity, such as browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- Professional or employment-related information, such as current or past job history or performance evaluations.
- Non-public education information, which may include education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes. [Note that we do not collect student financial information or student disciplinary records]
- Geolocation data, such as the city or state where you are located.

We do not collect the following categories of information:

- Sensory data, such as audio, electronic, visual, thermal, olfactory, or similar information.
- Inferences drawn from other personal information, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- Biometric information, such as genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier

or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

We may share your information with companies, organizations and individuals outside of ACT as described in the ACT Recruit Me section.

Please note that certain state laws have adopted a broad definition of a "sale" or "share," and may define these disclosures as a sale or share, but your information will only be shared in ACT Recruit Me if you have expressly consented to opt-in to the ACT Recruit Me program. The ACT Recruit Me section also describes how you may opt-out of ACT Recruit Me if you previously opted-in. The ACT Recruit Me Program is available to individuals over the age of 13.

Sensitive personal information is a subtype of personal information consisting of specific information categories. While we collect racial and ethnic origin and health information, California's law does not treat this information as sensitive because we do not collect or use it to infer characteristics about a person.

*Last Updated: July 17, 2025*