

THE PREACT TEST

Examinee Terms and Conditions

2025–2026

The PreACT® 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. 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.

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).
- 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.
- 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.