About the Vouchers

How does the voucher work?
- A school or agency orders vouchers from ACT and provides them directly to the student(s) they have identified to provide a voucher to cover registration fees.
- A student may use a voucher code in MyACT to pay for the regular registration fee to an available national test date (see www.act.org/the-act/registration for dates and additional fees).

What does the voucher cover?
The voucher covers one (1) regular registration fee for either of the following:
- The ACT test (no writing)
- The ACT test with writing

Usage restrictions:
- Once a student registers for a test with a voucher code, it is considered used, even if they do not test on the requested date. However, the student may move that registration to a future test date without having to pay the registration fee. Note: The student will need to pay the test date change fee.
- Students cannot use a voucher code to receive a refund for a test fee that was already paid.
- Students cannot use a voucher code to cover any additional fees, products, or services. Students must pay any fees not covered by the voucher.
- Unused vouchers are non-refundable and should not be returned to ACT.

Ordering and Distributing Vouchers

How do I order vouchers?
Follow these steps to request vouchers:
1. Complete Sections A, B, and C on the attached order form.
2. Sign and date the form in Section E.
3. Email all pages of the signed order form to ACT-Services@act.org
4. ACT will bill the school/agency for each voucher ordered within two weeks from the date the order was processed.

School/agency responsibilities:
- Determine which students are eligible for a voucher.
- Order the desired number of vouchers.
- Inform eligible students of the voucher.
- Distribute voucher codes for the appropriate test (with or without writing) to identified students.
- Monitor the use of vouchers.

How does the student apply the voucher?
Once you receive your vouchers, you can provide each student with a separate voucher document that includes the voucher code they will use during registration at MyACT.org and instructions on how to use it.

If you have questions about ordering or using vouchers, please call 319.337.1320.
SECTION A: School/Agency Details

<table>
<thead>
<tr>
<th>School/Agency Name</th>
<th>High School Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Postal Code</td>
</tr>
<tr>
<td>Country</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Contact Name (person responsible for the program)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Direct Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Is the billing address the same as the physical/shipping address?  [ ] Yes  [ ] No

If No, enter the billing address below. **Note:** The billing address must be the mailing address of the school/agency.

<table>
<thead>
<tr>
<th>Billing Address (if different)</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Postal Code</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION B: Voucher Order

Pursuant to the attached Terms and Conditions, the Customer is purchasing the following products:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Description</th>
<th>Fee*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The ACT (no writing) National Prebilled Registration Voucher</td>
<td>One (1) ACT (no writing) registration</td>
<td>$63.00</td>
</tr>
<tr>
<td></td>
<td>The ACT with writing National Prebilled Registration Voucher</td>
<td>One (1) ACT with writing registration</td>
<td>$88.00</td>
</tr>
</tbody>
</table>

**Note:** Vouchers will be delivered in PDF format by email within 1-3 business days. *ACT may periodically change fees.

SECTION C: Term

Students may use a voucher in MyACT to pay for admission to an available International test date. These vouchers expire on 12/31/2023. For a complete list of test dates and deadlines, visit [global.act.org](http://global.act.org).

SECTION D: Terms and Conditions

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

SECTION E: Signature

By signing below, the Customer indicates agreement to the Terms and Conditions attached to this order form.

<table>
<thead>
<tr>
<th>School/Agency Name</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By (signature)
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.
   iii. “Customer” means the party named in Section A of this Agreement.
   iv. “Order Form” means the ACT Assessment Voucher Order Form to which these TCs are appended.
   v. “TCs” means these terms and conditions.
   vi. “Test Date” means a date the ACT assessment is administered nationally during a testing year, as determined in ACT's sole discretion and published on ACT's website.

2. **Term.** The Vouchers purchased pursuant to this Agreement may be used during the Term 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 ACT Test Date occurring within the Term. No other products or services are included with the purchase of the Voucher. Vouchers will take the form of numerical codes (“Voucher Code”) provided to Customer upon execution of this Agreement. Students will register for the Assessment as instructed on the Voucher at www.actstudent.org. The student will enter their unique Voucher Code when instructed on the ACT website to cover the costs of the registration fee only.

4. **Vouchers With and Without Writing.** 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 for payment to a testing date without taking the Writing portion of the Assessment.

5. **Payment Terms.** Customer agrees to pay ACT the amounts set forth in Section B of the Order Form for the total quantity of Vouchers ordered. All invoices shall be sent to the Customer at the address listed in Section A of the Order Form unless otherwise agreed. 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.

6. **No Third-Party beneficiaries.** 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.

7. **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.

8. **No Refunds.** All Voucher orders are non-refundable. A Voucher may not be used after the expiration of the Term, and unused Vouchers are non-refundable. 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 time to time.

9. **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 under the Agreement during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

10. **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.

11. **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.

12. ** 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.

13. **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.

14. **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 excluding 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.

15. **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 may be entered in any court having jurisdiction thereof, including any court having jurisdiction over any of the parties or their assets.
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 attach 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.

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