

These **Terms and Conditions: Testing Rules and Policies for the ACT® Test** (“Terms and Conditions”) are an agreement between the person who will take the ACT® test (“you”) and ACT, Inc. (“ACT”). They apply to every administration of the ACT test except where, and only to the extent that, you are provided with different terms or conditions by ACT, Inc. **Please read these Terms and Conditions carefully. By registering for and/or taking the ACT test, you are agreeing to these Terms and Conditions.**

**By registering for and/or taking the ACT test, you represent and warrant the following to ACT: (1) the information you have provided to ACT is true; (2) you agree to be bound by, and will comply with, these Terms and Conditions and other ACT policies for the ACT test; (3) you will not engage in any prohibited behaviors; (4) you will cooperate with any test security investigation; and (5) you are not working for or on behalf of any test preparation provider(s). If you engage in fraudulent activity in connection with taking the ACT, you agree to pay all damages and expenses incurred as a result, including, but not limited to, ACT’s investigation costs and attorneys’ fees.**

All references to “tests” in these Terms and Conditions refer to the test-related documents in paper or electronic form, including test booklets, online test questions, online test responses, or responses marked in answer documents.

These Terms and Conditions do not create a third-party beneficiary relationship between ACT and any individual or entity other than you.

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**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. Our processing of such information, including collection, use, transfer, and disclosure, is described in the ACT Privacy Policy ([www.act.org/privacy.html](http://www.act.org/privacy.html)).

By registering for or taking an ACT test, you provide personally identifying information to us, some of which is mandatory. If you do not provide mandatory personally identifying information, such as name, gender, address, and date of birth, you may not be able to register for or take the ACT test.

We share personally identifiable information consistent with your choices. For example, we send score reports to the colleges you choose. Please note that when you send a report to a college that is part of a school system, the college may share your scores with other colleges in that system. In addition, ACT provides your score report (including your photo) to your high school. In certain situations described in the “Automatic Score Reporting for Scholarship Purposes” section, ACT will also automatically report your scores for scholarship purposes.

When you register for or take an ACT test, you consent to the ACT Privacy Policy, which is incorporated into these Terms and Conditions by reference, including consenting to the collection of personally identifying information and its use and disclosure as provided in the ACT Privacy Policy.

**Notice to International Examinees:** You are voluntarily providing personally identifying information to us. Your personally identifying information may be transferred outside of your home country to the United States to ACT or a third-party service provider for processing 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.

Any questions about the ACT Privacy Policy or this notice should be directed to our Data Protection Official at [DPO@act.org](mailto:DPO@act.org).

**Automatic Score Reporting for Scholarship Purposes\***

Some state/federal scholarship programs or education departments use ACT scores as one source of information to recognize student achievement. ACT reports test scores and other information about you for this purpose without requiring you to use one of your college choices, and at no cost to you. **If your mailing address or high school is in one of the states or other categories listed below, your test scores and other information about you will be reported automatically for consideration unless you specifically direct ACT, in writing, not to do so.**

To direct ACT **not** to automatically report your scores for scholarship purposes, send a letter postmarked by the Monday immediately after the applicable test date for which you do not want your scores reported. Address your letter to ACT Customer Care, PO Box 168, Iowa City, IA 52243-0168.

**NOTE:** This will not affect any other uses of your scores, such as the reporting of scores to the colleges you listed, or to your high school, or sending information about you to ACT Educational Opportunity Service recipients if you opted in.

State scholarship programs: Alaska, Arizona, Arkansas, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Mississippi, Missouri, Montana, North Dakota, Oklahoma, Pennsylvania, Rhode Island, Tennessee, Washington, and West Virginia

**NOTE:** State scholarship program participants may change at any time, and these Terms and Conditions may not always reflect the most current information

US Presidential Scholars Program: All states, District of Columbia, US territories, Puerto Rico, and US citizens abroad

\*This section does not apply to Residual testing.

## Voluntary Voiding of Scores

In the event you request that your test be voided at any time, there is no ability to reverse your decision.

## Photo Submission Requirement for Registration

During test registration, ACT may require you to submit a photo that meets ACT photo requirements. Your photo will be used for test security purposes such as verifying your identity. ACT may place your photo on your registration ticket, provide it to test center staff, and include it on the score report that is automatically sent to your high school. You must have the right to submit the photo to ACT, either because you took it or because you have permission to submit it from the person who took it, and you agree that ACT may use your photo for all of the purposes listed in this paragraph and in the ACT photo requirements. See the Photo Requirements ([www.act.org/the-act/photo-requirements.html](http://www.act.org/the-act/photo-requirements.html)) page for information about providing your photo.

**ACT may cancel your test registration and release your seat if you fail to provide a required photo by the deadline for that test date. If you fail to provide a required photo by the deadline, you will be subject to all test date change policies and fees. You must provide a photo by the photo deadline for the new test date. See Photo Upload Deadlines at [www.act.org/the-act/photo-requirements.html](http://www.act.org/the-act/photo-requirements.html). If you do not request a test date change, your original registration fee will not be refunded.**

**NOTE:** Examinees who are 12 years old or younger do not have to submit a photo for registration, but must bring acceptable identification to the test center.

## Capturing Images, Video, or Voice Recordings at Test Centers

ACT may capture images, video, or voice recordings of you at test centers. ACT may retain and analyze all such images, video, or voice recordings for the purpose of protecting the integrity and security of the testing process.

## Acceptable Identification

Unless otherwise stated in these Terms and Conditions, ACT generally requires that you show both (1) an admission ticket or a standby ticket, and (2) acceptable identification to be admitted to a test center. You are responsible for understanding ACT requirements for **acceptable identification** ([www.act.org/the-act/taking-the-test-identification](http://www.act.org/the-act/taking-the-test-identification)) and having acceptable identification with you on test day. ACT policies are updated from time to time, so make sure that you check for any updates to our identification requirements before the day of testing. You should contact ACT Customer Care ([www.act.org/the-act/help-contactus](http://www.act.org/the-act/help-contactus)) before the day of testing with any questions about acceptable identification. Test administration staff has sole discretion on test day for determining whether your identification is acceptable. If there is evidence, however, that another individual has taken the test for you, your scores may be challenged and subsequently cancelled regardless of a staff decision to accept your identification and admit you to the test center.

Special Instructions for State and District testing, Special testing, Arranged testing, and Residual testing: ACT requires that you show acceptable identification on the test day, unless testing staff personally recognize you.

## Test Security

In addition to any other remedies provided below or otherwise available to ACT, ACT may prohibit you from taking the ACT test, even if you have already registered, if ACT has reason to believe (1) you may have engaged in prohibited behavior in connection with a prior administration of the ACT test, (2) you may intend to engage in prohibited behaviors in the future, (3) you may have provided false or misleading information to ACT, or (4) you may be working for test preparation providers.

### A. Prohibited Behavior at the Test Center

The following behaviors are prohibited. You may be dismissed and/or your test may not be scored, at ACT's sole discretion, if you are found:

- Filling in or altering responses or continuing to write the essay after time has been called on that test section. 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.
- Looking back at a test section on which time has already been called.
- Looking ahead in the test.
- Looking at another person's test or answers.
- Giving or receiving assistance by any means.
- Discussing or sharing test content, test form identification numbers, or answers during test administration, during breaks, after the test, or on social media.
- Using a **prohibited calculator** ([www.act.org/calculator-policy.html](http://www.act.org/calculator-policy.html)).
- Using a calculator on any test section other than mathematics.
- Sharing a calculator with another person.

- Using a watch with recording, internet, communication, or calculator capabilities (e.g., a smart watch or fitness band).
- Accessing any electronic device 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.
- Attempting to photograph, copy, or memorize test-related information or remove test materials, including questions or answers, from the test room in any way, including through social media.
- Using highlight pens, colored pens or pencils, notes, dictionaries, or other aids.
- Using scratch paper. \*\*
- Not following instructions or abiding by the rules of the test center.
- Exhibiting confrontational, threatening, or unruly behavior, or violating any laws. If ACT suspects you are engaging in criminal activities, such activities may be reported to law enforcement agencies.
- Allowing an alarm to sound in the test room or creating any other disturbance.

\*\* If you are taking the ACT online, some use of ACT-provided scratch paper or an ACT-provided white board may be permitted; all such use must be in accordance with ACT policies and procedures.

ACT may restrict the items you bring into the test center. All items brought into the test center, such as hats, purses, backpacks, cell phones, calculators, watches, and other electronic devices, may be searched at the discretion of ACT and its testing staff. Searches may include the use of tools, such as handheld metal detectors, that detect prohibited devices. ACT and its testing staff may confiscate and retain for a reasonable period of time any item suspected of having been used, or capable of being used, in violation of these prohibited behaviors. ACT may also provide such items to and permit searches by third parties in connection with an investigation conducted by ACT or others. ACT and its testing staff shall not be responsible for lost, stolen, or damaged items that you bring to a test center. Your test center may also have additional procedures with which you must comply.

**Consequences for Prohibited Behavior:** ACT has sole authority for determining whether to take action regarding prohibited behavior observed or suspected on test day, and its decisions are final. **If ACT takes action due to prohibited behavior observed or suspected on test day, the individuals who engaged in the prohibited behavior will not have their tests scored, will forfeit their registration for that test date and potentially for any and all future test dates, and will have no right to refunds or appeals. ACT is not required to notify you of any documented or observed prohibited behavior.**

## B. Individual Score Reviews

If ACT discovers any reason to believe your scores may be invalid—such as evidence of unusual similarities in the answers of you and another examinee, evidence that you may have falsified your identity or impersonated someone else, evidence of possible advance access to test questions or answers, or other indicators the test scores may not be valid—ACT may conduct an Individual Score Review. **ACT reserves the right to cancel test scores when there is reason to believe the scores are invalid. Proof of misconduct is not required to cancel scores.**

ACT will take steps to notify you if ACT decides to conduct an Individual Score Review. The notice includes information about why ACT has started the Individual Score Review and options available for resolving it. If the scores that are the subject of the Individual Score Review have not yet been reported by ACT, ACT reserves the right to hold those scores pending the outcome of the review process, including any appeal. More information regarding the review process will be provided to you if ACT opens an Individual Score Review regarding your scores.

**For Individual Score Reviews, the final and exclusive remedy available for you to appeal or otherwise challenge a decision by ACT to cancel your test scores is binding arbitration.** The arbitration will be conducted through written submissions in English to the American Arbitration Association (“AAA”), unless both you and ACT agree to submit the matter to an alternative arbitration forum. **By agreeing to arbitration in accordance with these Terms and Conditions, you are waiving your right to have your dispute heard by a judge or jury.** If you choose to appeal a decision by ACT to cancel your test scores by exercising your right to seek arbitration of that decision, you must pay a nonrefundable filing fee of \$200 to the AAA (or alternate forum) as your share of the filing fee, and ACT will pay the remainder of the filing fee. Your share of the filing fee is payable in full when a request for arbitration is filed with the AAA, but will be reimbursed by ACT if you prevail in arbitration and your scores are not cancelled. The only issue for arbitration will be whether ACT acted reasonably and in good faith in deciding to cancel the scores. No damages may be awarded by the arbitrator and each party is responsible for its own fees and expenses, including attorneys’ fees, except as otherwise expressly provided in these Terms and Conditions. No arbitration involving the outcome of an Individual Score Review may be maintained as a class action, and the arbitrator shall not have the authority to combine 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.

## C. Compromises/Disruptions in the Testing Process—Limitation of Remedies

ACT takes steps that are intended to ensure that test registrations are correctly processed, tests are properly administered, tests are properly handled and scored, and scores are properly reported. In the unlikely event there is an error or other occurrence that compromises or disrupts the testing process, ACT will examine the situation and determine whether it needs to take action, including not scoring tests or cancelling scores. Compromises or disruptions that could cause ACT to take action under this paragraph include, but are not limited to, errors in the registration process; errors in preparing, handling, shipping, processing, or scoring tests; errors in reporting scores; deviations from standard testing procedures such as events that cause testing at a test center to be cancelled or interrupted, or a mistiming on any part of the test; events or information that raise concerns about possible prohibited behavior, advance access to test content by anyone taking the test, or possible invalid scores; unusual data from a test center such as unusual similarities in the answers of people at the same test center; or any events that otherwise disrupt or compromise the testing process. If ACT determines that it needs to take action in response to any such error or disruption in the testing process, ACT will in its sole discretion (1) correct the error (if an error occurred and ACT believes correction is feasible), (2) not score tests or cancel scores and offer each affected person the option to retest at no additional fee (normally on a future National test date), or (3) not score tests or cancel scores and offer a refund. To take such action, ACT shall not be required to conduct an Individual Score Review or otherwise demonstrate that a compromise or disruption invalidated your specific scores. Decisions made by ACT regarding such compromises or disruptions in the testing process are final. If ACT offers a retest and you select that option (or it is selected for you in State and District testing), you must retake all four multiple-choice tests to produce a valid Composite score. If you took the writing test on the original test date, you may also need to retake the writing test in addition to the four multiple-choice tests to produce a valid English Language Arts score.

It is important that ACT ensure that reported scores are not affected by an irregularity, and are valid. You, therefore, agree that ACT may notify anyone who has received a score report if there is an investigation into the validity of your reported test scores and if your scores are cancelled. You also agree that ACT may disclose details about a test security investigation to score recipients and to anyone who may be able to assist with an investigation conducted by ACT, such as law enforcement, state departments of education, and local school officials. You agree that ACT will have no liability for exercising any of these rights.

**For State and District testing:** In the event of compromises/disruptions in the testing process, ACT may offer the option to retest at no additional fee or it may cancel the test event without an option for retest.

**The remedies listed above are the exclusive remedies available for any examinee who experiences an irregularity in the testing process. In no event shall ACT be liable to an examinee for any special, indirect, consequential, exemplary, or punitive damages.**

### **Arbitration of Disputes with ACT**

All disputes—other than disputes involving Individual Score Reviews (described above) or infringement of ACT’s intellectual property rights—that relate in any way to registering for or taking the ACT test, requesting or receiving accommodations or supports on the ACT test, the reporting of ACT test scores, or the use or disclosure of personal information by ACT, shall be resolved by a single arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Consumer Rules (“AAA Rules”) in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at [www.adr.org](http://www.adr.org). No arbitration may be maintained as a class action, and the arbitrator shall not have the authority to combine 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. **By agreeing to arbitration in accordance with these Terms and Conditions, you are waiving your right to have your dispute heard by a judge or jury.**

Each party will be responsible for its own fees and expenses incurred in connection with the arbitration, regardless of the outcome of the arbitration, except as otherwise expressly provided in these Terms and Conditions.

**NOTE:** Separate procedures apply to arbitration proceedings involving Individual Score Reviews. Those procedures are discussed above, under the heading “Individual Score Reviews.”

### **Retest Restriction**

**ACT may limit the number of times you take the ACT (the “Retest Limit”).** The current Retest Limit is set forth on our website (<http://www.act.org/the-act/retestlimit>). ACT may further adjust the Retest Limit in its sole and absolute discretion.

ACT may cancel your registration, rescind your admission ticket, or take any other steps necessary to enforce this policy. If you violate this restriction, your scores will not be reported or will be cancelled and your fees will not be refunded.

In calculating the number of times you have taken the test, ACT includes a test event even if your scores from it are cancelled by you or by ACT. ACT does not include testing required by your district or your state’s Department of Education and tests taken as part of an academic talent search. Other exceptions will be considered only if you submit a request via our online Retest Exception Request Form no later than the regular registration deadline for the test event that would exceed the Retest Limit. Exceptions are within ACT’s sole discretion.

### **ACT Intellectual Property Rights**

All ACT tests, test-related documents and materials, and test preparation materials are copyrighted works owned by ACT and protected by the laws of the United States and other countries. Secure (i.e., not made available by ACT to the general public) tests and test questions may not be copied or disclosed at any time. Test-related materials that ACT has made available to the general public, such as materials designated by ACT as practice or sample tests, may not be copied, duplicated, or used in any other works, in whole or in part, without the prior written approval of ACT. **ACT may pursue all available civil and criminal remedies if its intellectual property rights are violated, including seeking damages and injunctive relief in a court of law and referring such violations to law enforcement authorities for criminal prosecution.**

ACT owns all answers and answer documents you submit, including all essay responses, as well as all score-related data maintained by ACT. The score reports from ACT are your property. However, score reports may not be altered by you or others so as to convey inaccurate or misleading information, and, if ACT cancels the scores reflected on such score reports, those scores may not be provided to third parties.

### **Changes to These Terms and Conditions**

These Terms and Conditions are subject to change until 48 hours prior to your test date, and any subsequent test dates for which you register. You agree to check ([www.act.org/the-act/terms.html](http://www.act.org/the-act/terms.html)) for revised Terms and Conditions at that time, and if you do not agree to the applicable terms, to notify ACT prior to the test of your intent to cancel your registration pursuant to this provision.

These Terms and Conditions 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.

**All ACT policies referenced in these Terms and Conditions, including the ACT Privacy Policy, are part of these Terms and Conditions and are binding on you each time you take a test, so you should review them carefully. Any questions should be directed to ACT Customer Care ([www.act.org/the-act/help-contactus](http://www.act.org/the-act/help-contactus)) in advance of registering for or taking the test.**

### **Accessibility of These Terms and Conditions**

If you have any difficulty accessing these Terms and Conditions, please contact ACT Customer Care ([www.act.org/the-act/help-contactus](http://www.act.org/the-act/help-contactus)) in advance of registering for or taking the ACT test. ACT will be happy to provide these Terms and Conditions in an alternative format, or to assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.

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