

Eligibility Policy

ACT reviews Arranged testing requests only for examinees who reside in the United States, US territories, or Puerto Rico, and who meet one or more of the following conditions:

- The examinee's religious faith prohibits Saturday testing and a non-Saturday test center is not scheduled within 75 miles of the home for **any test date during the testing year**.
- There is no test center scheduled within 75 miles of the examinee's home for **any test date during the testing year**.
- The examinee is confined to a correctional institution on all test dates during the testing year.

Note: *These are the only conditions ACT will consider for Arranged testing applicants.*

Non-Test Information

If your request is approved, ACT will create your account if needed. You will be able to complete all of your non-test questions online in MyACT **after** ACT creates your account.

Test Options

There are two test options for the ACT[®] test:

- The ACT (no writing) is made up of four multiple-choice tests in English, mathematics, reading, and science.
- The ACT with writing includes the four multiple-choice tests plus a writing test.

Note: *The writing test does not impact the Composite score.*

Fees

The test fee covers one report to your high school and up to four college choices at the time of registration.

Note: *See section H of the Request for ACT Arranged Testing for a list of fees.*

College Choices

You can have your ACT scores sent to up to four colleges or scholarship agencies included with your registration **ONLY** if you list valid codes on this form in the examinee section below. To find codes for sending your scores, go to act.org/the-act/scores. An invalid or illegible code will result in no scores being sent for that choice.

Test Accommodations and English Learner Supports

ACT does not provide test accommodations or English learner supports through Arranged testing. Encourage examinees who need such arrangements, including those who are homebound or hospital bound, to request accommodations and/or English learner supports through Special testing. For information about Special testing, visit act.org/the-act/accomms.

Deadlines

Submit the *Request for ACT Arranged Testing* as early as possible to provide ample time for review and follow-up correspondence.

The request and payment must be postmarked no later than the deadline for the preferred testing window listed on the request form.

Response from ACT

- If the request is **approved**, ACT will ship test materials to arrive no later than one week prior to the first day of the testing window.
- If the request is **not approved**, ACT will email a letter of explanation and return payment, if applicable.
- If the request form is missing any information, signatures, other documentation, or full payment, ACT will not process the request. ACT will email an explanation.

If an Approved Examinee Does Not Test

Once the examinee is approved, the registration fee is nonrefundable even if the examinee does not test. Examinees are considered "tested" if they break the seal on their test booklet. Examinees who do not test may make the following requests (once ACT determines all test materials have been received from the test coordinator).

Test Date Change	<p>To request a test date change, follow these steps:</p> <ol style="list-style-type: none"> 1. Contact ACT Arranged testing via email at: arranged@act.org to inform them you need to reschedule. 2. ACT will provide a separate form for the Test Coordinator and examinee to complete and sign. 3. Return the completed form to: arranged@act.org. <p>Note: <i>The request must be returned/postmarked by the deadline for the new testing window.</i></p>
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Retesting

If an examinee wishes to test through Arranged testing again, ACT requires a new request form, with full payment and any required documents.

How to Contact ACT:

ACT Arranged Testing
200 ACT Drive, PO Box 168
Iowa City, IA 52243-0168

Office Hours: 8:30 a.m.–5:00 p.m. Central time, Monday–Friday

Phone: 319.337.1510

Email: arranged@act.org

Arranged Testing—Test Coordinator

- It is the examinee's responsibility to ask a teacher or counselor at the high school, college, or university he or she is currently attending to serve as the test coordinator.
 - If the examinee is not currently attending school, ACT recommends contacting the testing department at a nearby college or university.
- The test coordinator must meet all of the following criteria:
 1. Be proficient in English.
 2. Be experienced in administering high stakes testing.
 3. Be a staff member of the institution where testing takes place.
 4. Have control over locked, limited-access storage at the institution to secure the test materials.
 5. Agree to administer the tests according to policies and procedures in the administration instructions.
- To protect both the examinee and test coordinator from questions of possible conflict of interest, the following conditions must also be met. The test coordinator must not:
 1. Be a relative or guardian of the examinee.
 2. Be a private consultant or individual tutor whose fees are paid by the examinee or examinee's family.
 3. Be engaged in test preparation activities for ACT during the current academic year.
 4. Be involved in coaching high school or college athletics (required only if the examinee participates in athletics).
 5. Receive any compensation outside of ACT for administering the test.

Note: Test scores achieved under the supervision of an individual who does not satisfy all requirements listed above will be canceled automatically without refund.

Compensation

- Only the person who administers the tests will be compensated.
- Compensation rates will be sent with the test materials.
- ACT treats all testing staff as independent contractors. Therefore, wages are not subject to income tax withholding and Social Security deductions.
- ACT reports the income to the IRS only if payments to an individual are at least \$600 in a given year.
- A payment report form will be sent with the test materials.

Assignment of Test Materials

- Test materials may be used only for the examinee(s) listed on the manifest and may not be transferred to any other examinee or location.
- If the examinee(s) does (do) not test, the test materials must be returned to ACT immediately with an explanation as to why the materials were unused.

Scheduling the Administration

- **Testing Windows**
Arranged testing must be administered in a single session on one day during one of the designated windows listed on the request form.
- **Testing Time**
 - Schedule testing at a time mutually agreeable to the examinee and test coordinator.
 - Allow an uninterrupted session of approximately 3½ hours for the ACT (no writing) or 4 hours for the ACT with writing.
 - ACT prefers that testing be scheduled as the first activity of the morning.
- **Breaks**
 - Testing procedures allow a short break after the second test.
 - Examinees taking the ACT with writing will have time to relax and sharpen their pencils before the writing test.
 - The test session may NOT be interrupted by longer breaks, for meals, or for other activities. If it is, the answer document will not be scored or scores will be canceled.
- **Test Location**
 - Testing must be done at the school.
 - ~ If the examinee is confined to a correctional institution, testing must be done at the correctional institution.
 - Testing must occur within the United States, US territories, or Puerto Rico.

Score Reports

Scores are delivered over a window of time after the test date, and are processed continuously during business hours. ACT is committed to providing your scores as quickly as possible but cannot guarantee a specific date for your scores to be reported. You will receive an email when your scores are available, and you will be able to view them using your MyACT account.

- Score reports for the ACT without writing are normally made available 2–8 weeks after the test date.
- Score reports for the ACT with writing are normally made available 5–8 weeks after the test date.

A letter confirming scores will also be mailed once all scores have been processed for a test event.

General Information

- The test coordinator is responsible for completing this form.
- Incomplete and/or unsigned forms will delay processing.
- Faxed or emailed forms will not be accepted.
- Do not register or pay through your MyACT account.
- Note: ALL fields below are required.

A. Examinee Information (print or type)

- Male Female
 Another gender
 Prefer not to respond

Name (Last, First, Middle Initial) _____ Date of Birth _____ Gender _____

Street Address or PO Box (if not available, use school address) _____

City _____ State _____ ZIP Code _____

Email Address _____ 10 Digit Phone Number _____

High School / College (if currently attending) _____ High School Code (if currently attending) _____ Year of HS Graduation _____

College Choices – Enter up to 4 valid codes. See the College Choices section above for more information

B. Test Coordinator Information (print or type)

Name (Last, First, Middle Initial) _____ Job Title _____

School Name (attach explanation if not the examinee's school) _____

Street Address of School (required for shipping materials) _____ PO Box _____

City _____ State _____ ZIP Code _____

Email Address _____ 10 Digit Daytime Phone Number _____

C. Testing Window (select one)

- Mark only one testing window.
- Send this request no later than the deadline for the selected testing window.

Testing Window	Postmark Deadline	Late Registration Postmark Deadline (Late Fee Applies)
<input type="checkbox"/> September 10–25, 2022	August 5	August 19
<input type="checkbox"/> October 22–November 6, 2022	September 16	September 30
<input type="checkbox"/> December 10–25, 2022	November 4	November 11
<input type="checkbox"/> February 11–26, 2023	January 6	January 20
<input type="checkbox"/> April 15–30, 2023	March 10	March 24
<input type="checkbox"/> June 10–25, 2023	May 5	May 19
<input type="checkbox"/> July 15–30, 2023*	June 16	June 23

D. Test Option (select one)

- ACT (no writing)
 ACT with writing

E. Reason for Arranged Testing

Check one and include any required documentation.

- Religious faith prohibits Saturday testing and no non-Saturday test center scheduled for **any test date during the testing year** within 75 miles. *Include a letter from a cleric (not a relative) or a notarized statement to verify the prohibition.*
- No test center scheduled for **any test date during the testing year** within 75 miles.
- Confined to a correctional institution from September 2022 through July 2023.

*Arranged testing is not available in New York for the July testing window.

F. Test Coordinator’s Statement

I certify that I have read and understand the *Policies for ACT Arranged Testing*. I further certify that I personally meet all requirements to be a test coordinator as specified in the *Policies for ACT Arranged Testing* and that I, or a member of my staff who also meets the same requirements, will administer the tests in accordance with the administration instructions provided by ACT. I will ensure that the test materials are kept secure and confidential, used only for the examinee identified on this form, not transferred to another individual or location, and returned to ACT immediately after testing. I understand that by agreeing to be a test coordinator, I consent to the *ACT Privacy Policy* (act.org/privacy.html), which is incorporated into these *Policies for ACT Arranged Testing* by reference, including consent to the collection of my personally identifying information and its subsequent use and disclosure.

Signature _____

Date _____

G. Examinee Statements

1. **Statements:** I certify that I am the person whose information is submitted in accordance with the Policies for ACT Arranged Testing on this form and in the attached documentation, if any, and that the information provided is true and accurate to the best of my knowledge. I specifically authorize the release to ACT of diagnostic information by school officials, physicians, or others having such information, and full documentation, if requested. I understand that any documentation provided to ACT will remain with the application and will not become part of my examinee score record. I understand that by registering for, launching, starting, or submitting answer documents for an ACT[®] test, I am agreeing to comply with and be bound by the *Terms and Conditions: Testing Rules and Policies for the ACT[®] Test* (“Terms”), attached to this Registration form. I have received a copy of the Terms as part of the registration form, and had an opportunity to read the terms before agreeing to these Statements.

I UNDERSTAND AND AGREE THAT THE TERMS PERMIT ACT TO CANCEL MY SCORES IN CERTAIN CIRCUMSTANCES. THE TERMS ALSO LIMIT DAMAGES AVAILABLE TO ME AND REQUIRE ARBITRATION OF CERTAIN DISPUTES. BY AGREEING TO ARBITRATION, ACT AND I BOTH WAIVE THE RIGHT TO HAVE THOSE DISPUTES HEARD BY A JUDGE OR JURY.

I understand that ACT owns the test questions and responses, and I will not share them with anyone by any form of communication before, during, or after the test administration. I understand that taking the test for someone else may violate the law and subject me to legal penalties. I consent to the collection and processing of personally identifying information I provide, and its subsequent use and disclosure, as described in the ACT Privacy Policy (www.act.org/privacy.html). I also permit ACT to transfer my personally identifying information to the United States, to ACT, or to a third-party service provider, where it will be subject to use and disclosure under the laws of the United States, including being accessible to law enforcement or national security authorities.

2. **Certification:** Copy the italicized certification below, then sign and date in the spaces provided. *I agree to the **Statements** above and certify that I am the person whose information appears on this form.*

Examinee’s Signature (Parent or guardian must also sign if examinee is under 18.) _____

Date _____

H. Fees

Payments must be in the form of a check* or money order payable to ACT in US dollars and drawn on a United States or US affiliate bank. If eligible, examinees may pay with a fee waiver. Fee waivers cover the ACT (no writing) or the ACT with writing, the late fee, and your college choices with the registration.

Description	Fee
ACT (no writing)	\$63.00
ACT with writing	\$88.00
**Late Request	\$36.00

*This is notification that when you pay by check you are authorizing ACT, Inc., to convert your check to an electronic entry. When we use this information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. If your check is returned to us due to insufficient or uncollected funds, it may be re-presented electronically and your account will be debited.

**A late fee is required for requests postmarked after the regular postmark deadline. Late requests will be processed for the preferred test date only if the late fee is included and if the request is received before the National test date’s late registration deadline. Visit actstudent.org for National test dates and registration deadlines.

I. Return of Request Form.

Detach and mail this completed form, all required supporting documentation, and payment to: **ACT Arranged Testing, 200 ACT Drive, PO Box 168, Iowa City, IA 52243-0168**

TERMS AND CONDITIONS: TESTING RULES AND POLICIES FOR THE ACT® TEST

These *Terms and Conditions: Testing Rules and Policies for the ACT® Test* (“Terms and Conditions”) are a legal agreement between the person who will take the ACT® test (“you”) and ACT, Inc. (“ACT”). They set out important rules and policies relating to your taking the ACT test, including those relating to test security. By registering for, launching, starting, or submitting answer documents for an ACT test, you are agreeing to these Terms and Conditions. Please read these Terms and Conditions carefully, and if you have any questions, discuss them with your parents or guardians. You should carefully review the Terms and Conditions each time you test (available on the ACT website at: www.act.org/the-act/terms).

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

NOTICE: By registering for and/or taking the ACT test, you represent and affirm the following to ACT:

- (1) The information you have provided to ACT is true;
- (2) You have read, understand, and agree to be bound by these Terms and Conditions and the ACT rules and policies referenced in these Terms and Conditions;
- (3) You are not working for or on behalf of any test preparation provider(s); and
- (4) **All disputes, claims, or controversies (“Disputes”) between you and ACT will be resolved through binding arbitration except as expressly provided in Section 14 below, and you understand that by agreeing to arbitration you and ACT are both waiving the right to have any such Disputes heard and decided by a judge or jury.**

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1. **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. If you or your parents or guardians have any questions about the ACT Privacy Policy, please contact our Data Privacy Officer at DPO@act.org. When you register for or take an ACT test, you consent to the ACT Privacy Policy.

2. **Automatic Score Reporting for Scholarship Purposes**. Some scholarship and recognition programs use ACT scores as one source of information to recognize student achievement. If you meet the program’s criteria, ACT may automatically report your test scores (including superscores) and other information about you (including personally identifiable information) to these programs, unless you opt out of such sharing. To opt out, you must send an email to ACT-Services@act.org no later than the late registration deadline for the test date for which you do not want your scores and information reported.

NOTE: This will not affect other uses of your scores, such as reporting to the colleges you select when you register for the test, reporting to your high school, or sending your information to Educational Opportunity Service (EOS) recipients if you opt in to that service. This section does not apply to the ACT On-Campus testing program, which is a limited testing program utilized by authorized institutions of higher education.

3. **Photo Submission Requirement for Registration**. During test registration, ACT may require you to submit a photo that meets the ACT Photo Submission Requirements found at www.act.org/the-act/photo-requirements.html. Your photo may be used for test security and other identification purposes. For example, ACT may place your photo on your admission ticket, provide it to testing staff, and/or include it on the score report that is sent to your high school. You must have the right to submit the photo to ACT, either because you own it or because you have permission to submit it from the person who owns it. ACT may use your photo for all the purposes described in this paragraph, the ACT Privacy Policy, and in the ACT Photo Submission Requirements.

- a. **Consequences for Failure to Provide Photo:** Photos must be submitted by the photo upload deadline, found at www.act.org/the-act/photo-requirements.html. If you fail to provide a required photo by the deadline, ACT may cancel your test registration and release your seat, and you will be subject to all test date change policies and fees. You must then provide a photo by the photo deadline for any new test date. If you miss the deadline and do not request a test date change, your original registration fee will not be refunded.
- b. **Examinees Age 12 or Under:** Examinees who are 12 years old or younger do not have to submit a photo for registration but must bring acceptable identification to be admitted to the test, as set forth in Section 4 below.

4. **Rules for Entry to the Test.**

- a. **Verifying your Identity:** You must review ACT requirements for acceptable identification, found at www.act.org/the-act/id, and have acceptable identification with you on test day. **ACT policies on acceptable forms of identification are updated from time to time, so make sure that you check for any updates before the day of testing. You must comply with the identification requirements in**

effect on the day you test. If you have any questions about acceptable identification, please contact ACT Customer Support Operations at 319.337.1270 or at www.actstudent.org/contactus before the day of testing. Testing staff has sole discretion on test day to deny admission to the test if they conclude that you do not have an acceptable form of identification. Any such decision by testing staff is final. For State testing and District testing, Special testing, Arranged testing, and On-Campus testing, ACT requires that you show acceptable identification on the test day, unless testing staff personally recognize you.

- b. **Other Entrance Requirements:** You may be denied entry to the test center and not allowed to take the ACT test if you do not follow the physical security requirements or health and safety rules in place at the test center. Testing staff has sole discretion on test day to deny admission to the test if they conclude that you do not meet the test center requirements. Any such decision by testing staff is final.

5. **Items Brought to the Test.** Neither ACT nor testing staff shall be responsible for loss of or damage to any items that you bring to a test center. ACT may also restrict the items you bring to the test. Items you bring or wear, including but not limited to 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 testing staff. Searches may include the use of tools, such as handheld metal detectors, that detect prohibited 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 investigations conducted by ACT or others.

6. **Prohibited Behaviors.** You may not engage in any of the following behaviors in connection with taking the ACT test:

- Filling in or altering responses to any multiple-choice questions or continuing to write or alter the essay 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.
- 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 questions, answers, or test form identification numbers at any time, including during test administration, during breaks, or after the test.
- Attempting to photograph, copy, or memorize test-related information or remove test materials, including questions or answers, from the test room in any way or at any time.
- Disclosing test questions or answers, in whole or in part, in any way or at any time, including through social media.
- Using a prohibited calculator (www.act.org/calculator-policy.html).
- Using a calculator on any test section other than mathematics.
- Sharing a calculator with another person.
- Wearing a watch during test administration. All watches must be removed and placed face up on the desk.
- 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.
- Using highlighter 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.
- Not following the rules of the test administration.
- Exhibiting confrontational, threatening, or unruly behavior.
- 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.
- Allowing an alarm on a personal item to sound in the test room or creating any other disturbance.

** If you are taking the ACT 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.

7. **Capturing Images; Video or Audio Recordings.** ACT may capture images or record video, and/or audio of you and your testing environment in connection with the testing process and may use the images or recordings at any time for the purpose of protecting test security, improving services, or as otherwise allowed under the ACT Privacy Policy and/or applicable law.
8. **Prohibited Behavior Observed or Suspected by Testing Staff.** Testing staff may monitor you and others during the testing process. If they observe or suspect you of engaging in prohibited behavior, they have the right to discontinue your exam and direct you to leave the test center, if applicable. Any such decision by testing staff is final. Testing staff may not give you a warning of any observed or suspected prohibited behavior before you are dismissed.

In some cases, testing staff may report observed or suspected prohibited behavior on an irregularity report and submit it to ACT. ACT, in its sole discretion, may take action in response, which may include not scoring your exam or cancelling a previously reported score. Any such decision by ACT is final.

If your exam is canceled pursuant to this Section 8, you forfeit your registration and no refund will be issued.

9. **Individual Score Reviews.** In some cases, testing staff may not suspect, observe, or report prohibited behavior in the testing process, but other information comes to the attention of ACT that raises questions about the validity of an examinee's test scores. For example, ACT may find unusual similarities in an examinee's answers and the answers of another examinee through statistical or other analyses, indicators that an examinee may have falsified his or her identity or impersonated someone else, indicators of possible advance access to test questions or answers, or other indicators that an examinee's test scores may not be valid. In these cases, ACT may choose to conduct an Individual Score Review.

- a. **Objective of an Individual Score Review:** The objective of an Individual Score Review is to determine whether your scores should be considered valid ACT scores—not to determine whether you engaged in misconduct. ACT reserves the right to cancel your scores if it has reason to believe the scores are invalid, based on substantial evidence. Proof of misconduct is not required to cancel scores.
- b. **Integrity of Test Scores:** ACT conducts Individual Score Reviews to protect the fairness of the testing process and the integrity of ACT scores. This benefits examinees as well as colleges, universities, and other score recipients.
- c. **Notification of an Individual Score Review:** In most cases, ACT will initiate the Individual Score Review process by sending you a certified letter. If your mailing address is outside of the United States, however, ACT will send a letter to the email address you provided to ACT. Email is used to avoid delays caused by international mailing, and if your mailing address is outside the United States, you agree to receive unencrypted emails from ACT regarding Individual Score Reviews.

You must maintain accurate and up-to-date contact information with ACT. You can update your mailing address by contacting ACT Customer Support Operations.

- d. **Timing of an Individual Score Review:** Your scores may become the subject of an Individual Score Review at any time they are on file with ACT as valid and reportable ACT scores. While Individual Score Reviews are typically initiated within a year after the applicable test date, this is not always the case. Information may come to ACT's attention at any time that causes a review of your scores. For example, investigations into recently reported scores or activities may cause ACT to reevaluate older scores; ACT may receive inquiries at any time from high schools, colleges, and other official score recipients questioning scores they believe to be inconsistent with their observations of academic performance; or ACT may receive information through its Test Security hotline or from external investigations causing ACT to reexamine

past scores. ACT reserves the right to conduct an Individual Score Review at any time.

10. Individual Score Review Process. If your ACT scores become the subject of an Individual Score Review, ACT will send you a letter that gives you three options: (1) submit written information to ACT in support of your scores; (2) take a private retest at ACT's expense to confirm the validity of your scores; or (3) voluntarily cancel your scores. Additional details regarding these options will be provided in ACT's correspondence to you. ACT's letter will include a "Score Review Option Sheet" that outlines these options. You must sign and return the Score Review Option Sheet to ACT with only one option selected by the deadline stated in the letter.

- a. Submit Written Information: If you choose to submit written information to ACT in support of your scores, this information is provided to a Test Security Review Panel, which will consider the totality of the evidence from you and ACT and determine whether to recommend cancellation of the scores. If the Test Security Review Panel recommends that your scores be canceled, you will again be given several options, including: (1) taking a private retest at ACT's expense to confirm the validity of your scores; (2) voluntarily cancelling your scores; or (3) challenging the Review Panel's cancellation decision pursuant to the dispute resolution provisions discussed in Section 14 below. Additional details regarding these options will be provided in ACT's correspondence to you.
- b. Private Retest or Voluntary Cancellation: Selection of the private retest option or voluntary score cancellation option at any point in the Individual Score Review process fully resolves the Individual Score Review.
- c. Failure to Participate in the Individual Score Review Process: If you do not respond to ACT's correspondence regarding the Individual Score Review by the deadline stated in the correspondence or do not participate in, or unreasonably delay, the Individual Score Review process or resolution, ACT may cancel your scores that are under review if it has reason to believe that your scores are not valid, based on substantial evidence. You hereby agree and authorize ACT to make such a cancellation. Once your scores have been canceled, ACT will not reinstate them absent exceptional circumstances and in ACT's sole discretion.
- d. Score Reporting While Scores are Under Review: ACT reserves the right to hold scores and not issue score reports pending the outcome of the Individual Score Review process.
- e. Notification to Official Score Recipients of Pending Individual Score Review: Although it is ACT's general policy not to notify official score recipients of a pending Individual Score Review, ACT reserves the right to notify official score recipients that an Individual Score Review is pending at any time, and you hereby agree and authorize ACT to make such a disclosure.
- f. Score Cancellation Notices: If your scores are canceled for any reason relating to an Individual Score Review, ACT sends a letter to all official score recipients (the entities that received the scores directly from ACT) informing them that the scores have been canceled. ACT generally does not inform official score recipients of the reason for cancellation but may do so in exceptional circumstances (including but not limited to instances in which there is a Misconduct Finding as defined in Section 12(c) below).

11. Compromises in the Registration, Testing, Scoring, or Score Reporting Process 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 to be canceled or interrupted, or a mistiming on any part of the test;
- Concerns regarding whether testing can be safely conducted in light of 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 event such a circumstance occurs, ACT will examine the situation and determine whether it needs to take any action, including but not limited to not proceeding with a scheduled test administration, not scoring tests, or cancelling scores. ACT may determine that no further action is necessary and that decision is final. However, if ACT determines that it needs to take action, ACT will in its sole discretion: (a) correct the error (if an error occurred and ACT believes correction is feasible); (b) cancel the test administration, not score tests, or cancel scores, including all completed sections of the test (“Discontinue the Testing Process”), (c) Discontinue the Testing Process and offer each affected person the option to retest at no additional fee (normally on a future National test date); or (d) Discontinue the Testing Process and offer a refund. If the impacted test event is a State testing event (i.e., one where a state or district has paid for your exam), ACT may offer you the option to retest at no additional fee or it may cancel the test event without an option for retest. ACT shall not be required to conduct Individual Score Reviews for each impacted group member described in this Section 11.

ACT may take any action pursuant to this section regardless of whether or not you caused or benefited from the compromise or irregularity, or otherwise violated these Terms and Conditions. **To the extent permitted by applicable law, the remedies listed in this Section 11 are the exclusive remedies available to examinees for the circumstances described in this Section 11.** Decisions made by ACT pursuant to this section are final.

12. Test Security Investigations. As part of its efforts to protect the fairness of the ACT exam and the integrity of ACT scores, ACT may conduct an investigation into the security of its test materials and the testing process (“Test Security Investigation”), and you agree to cooperate with any Test Security Investigation. ACT reserves the right to hold and not report scores pending the outcome of a Test Security Investigation. Test Security Investigations may produce evidence that causes ACT to initiate one or more Individual Score Reviews as outlined in Section 9, above. In other cases, Test Security Investigations may produce evidence that calls into question a group of examinee scores (e.g., all scores achieved from a specific room, school, or district on a specific test date) and results in ACT taking action under Section 11, above.

In addition to taking action regarding examinee scores, ACT may, in its sole discretion, decide as part of a Test Security Investigation that additional steps are appropriate, such as when prohibited behavior is or might be ongoing or rises to the level of an infringement of ACT’s intellectual property rights or a criminal act (e.g., coordinated group efforts to steal and disseminate ACT’s secure test content; activities involving someone else taking the test for another person or altering test responses; theft of, disclosure of, or access to test content or responses to secure test questions; or other serious or potentially ongoing misconduct). Those additional steps may include, but are not limited to, the following:

- Prohibiting You from Taking the ACT:** ACT may prohibit you from taking the ACT test, even if you have already registered, if ACT has reason to believe (1) you engaged in prohibited behavior in connection with a prior or future administration of the ACT test, (2) you intend to engage in prohibited behavior in the future, (3) you have provided false or misleading information to ACT or to others relating to your taking the ACT test, or (4) you are working for a test preparation provider. This prohibition may be temporary or permanent.
- Disclosure of Investigative Information:** ACT may disclose details of a Test Security Investigation to anyone who may be able to assist ACT in the investigation or who may have an interest in their own independent investigation, such as law enforcement, state departments of education, local school officials, and official score recipients. Such disclosures help protect the integrity and fairness of the examination process and benefit examinees who properly obtain their ACT scores, as well as official score recipients. You authorize and consent to these disclosures.

- c. Disclosure of Misconduct Finding: If you are found by a court or arbitrator to have engaged in any action prohibited under these Terms and Conditions that affected the validity of your scores on the ACT test or the scores of any other examinee(s) (“Misconduct Finding”), ACT may disclose that fact to any schools or scholarship entities that received your ACT scores and to other third parties with a legitimate reason for knowing that information.

13. Voluntary Cancellation of Scores by You. Unless you test under a State, District, or On-Campus testing program, ACT will cancel your scores upon your request. If ACT has already sent the scores to official score recipients, ACT will notify those official score recipients that the scores have been canceled. ACT will not be required to reinstate voluntarily canceled scores, even if you later change your mind.

14. ARBITRATION AGREEMENT. Arbitration is an alternative dispute resolution procedure intended to allow the parties to resolve issues without going to court. As described in this Section 14, certain Disputes between you and ACT will be submitted to an arbitrator, not a judge or jury, for resolution.

- a. Arbitration of Disputes: **You and ACT agree that any and all disputes, claims, or controversies (“Disputes”) (other than Disputes that solely involve infringement of 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, registering for the ACT test, taking the ACT test, requesting or receiving accommodations or supports on the ACT test, the reporting of ACT test scores, the use or disclosure of personal information by ACT, Individual Score Reviews, or the cancellation of ACT test scores—shall be resolved by a single arbitrator through final and binding arbitration.** The parties agree that a final arbitration award may be entered in a court which has jurisdiction.

By agreeing to arbitration, both parties are waiving their 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 Disputes will instead be resolved through final and binding arbitration.

- b. Arbitration Process: The arbitration will be administered by the American Arbitration Association (“AAA”), under the AAA Consumer Arbitration Rules (“Consumer Rules”) in effect at the time a request for arbitration is filed with the AAA, unless the parties agree in writing to an alternate arbitration forum and/or different arbitration rules, or a substitute arbitration forum is agreed to or ordered pursuant to Section 14(f). Copies of the Consumer Rules can be located on AAA’s website and are currently found at: www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf. When an arbitration demand is properly and permissibly filed pursuant to this Section 14, you and ACT must promptly comply with the filing requirements, which for AAA arbitrations includes your obligation to pay AAA a non-refundable \$200 filing fee (unless AAA agrees to waive the fee for you or ACT is the Claimant) and ACT’s obligation to pay the remainder of the filing fee. The filing party must provide prompt notice of the filing of the arbitration demand to the other party. 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.
- c. Arbitrator Jurisdiction: 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 intellectual property rights or as set forth in Section 14(e).
- d. Individual Arbitration; Class Action Waiver: 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.
- e. Multiple Demands: Notwithstanding the arbitration agreement set forth in this Section 14, neither you nor ACT may file an arbitration demand or arbitrate a Dispute if your arbitration demand or ACT’s arbitration

demand would be one of more than 50 substantially similar arbitration demands filed within a consecutive 12-month period by or with the assistance or coordination of the same law firm(s) or organization(s); and both parties agree that AAA (or any substitute arbitration forum) may not accept any such arbitration demand for filing or invoice or collect any filing or other fees for any such arbitration demand. You and ACT agree that arbitration demands that challenge score cancellation decisions made in different Individual Score Reviews do not constitute “substantially similar arbitration demands.”

In the event you or ACT are unable to seek resolution of a Dispute in arbitration due to this provision, you or ACT may seek resolution of the Dispute in court in accordance with Section 21. Neither you nor ACT may file a court action pursuant to this provision, however, unless the other party is provided prior written notice identifying all the substantially similar arbitration demands that have been or will be filed so as to trigger coverage under this provision, with such notice to be provided at least 30 days prior to the filing of any such court action. Notwithstanding Section 14(c), any issues regarding whether the filing of an arbitration demand does or would violate this Section 14(e) and/or whether a court action may be filed pursuant to this Section 14(e) must be resolved in court in accordance with Section 21, and no proceedings may be conducted before, and no fees may be invoiced or collected by, AAA (or any substitute arbitration forum) pending resolution of any such issues in court.

- f. Substitute Arbitration Forum: If, for any reason, AAA is not available as an arbitration forum, you and ACT agree to reasonably confer regarding a substitute arbitration forum or arbitrator. In the event you and ACT are not able to reach agreement on a substitute arbitration forum or arbitrator within 14 days of the first communication on the topic between the parties, either party or both parties may submit the issue to the U.S. District Court for the Southern District of Iowa or a state court located in Johnson County, Iowa, for the sole purpose of seeking a declaratory judgment naming a substitute arbitration forum or arbitrator.
- g. Small Claims Court: Notwithstanding the arbitration agreement set forth in this Section 14, either 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. If an action in small claims court is instituted by you or ACT pursuant to the AAA Consumer Rules, and such action is within the jurisdiction of the small claims court, you and ACT agree to accept the judgment of the small claims court as a final resolution of the parties' Dispute and not to appeal the small claims court's decision or pursue any other claim relating to that Dispute in court or arbitration. Each party will be responsible for its own attorney's fees and expenses incurred in connection with the small claims proceeding, regardless of the outcome, except as required by applicable law.
- h. Applicable Law: The Federal Arbitration Act (“FAA”) 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. Rulings in other arbitrations involving ACT to which you are not a party may not be relied upon as binding precedent or be given preclusive effect in any arbitration or court proceeding involving you.
- i. Severability: If any provision in this Section 14 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 greatest 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 the parties as originally set forth in this agreement. If, however, a finding of invalidity, illegality, or unenforceability applies to (i) Section 14(d) so as to allow for class, collective, combined, consolidated, or aggregated arbitration, or to allow for an award to any person or entity not a party to the arbitration, or (ii) Section 14(e) so as to allow for more than 50 substantially similar arbitration demands to be filed within a consecutive twelve-month period by or with the assistance or coordination of the same law firm(s) or organization(s), the arbitration agreement between you and ACT will be unenforceable in its entirety except with respect to any claim(s) and/or remedies sought on an individual basis; the remainder of the Dispute will be resolved in court in accordance with Section 21, and the parties agree that any court proceedings will be stayed pending conclusion of any arbitration proceedings.

15. Termination of Agreement (in Whole or in Part). If you repudiate, disaffirm, disavow, rescind, or otherwise cancel your agreement to all or any part of these Terms and Conditions at any time, ACT may – in addition to taking other action, and without conceding the validity of your actions—refund your test registration fee(s), cancel your score(s), and notify official score recipients that the score(s) have been canceled, in its sole discretion.

16. 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 ACT TEST, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO ACT, OR \$250, WHICHEVER IS GREATER. 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, OR FOR ATTORNEYS' FEES, EXPENSES, EXPERT WITNESS FEES, OR 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.

17. ACT Intellectual Property Rights and Confidentiality.

- a. Intellectual Property: All ACT tests, test-related documents and materials, and test preparation materials (collectively, "ACT Materials") are copyrighted works owned by ACT and protected by the laws of the United States and other countries. Outside of the protection granted by United States copyright law, ACT considers the ACT tests to be trade secrets. The test questions and answers, test-related secure documents and other materials constitute highly confidential, proprietary testing information that ACT takes every precaution to protect from disclosure beyond what is absolutely necessary for the purpose of administering a test.
- b. Confidentiality: You agree to maintain the confidentiality of the ACT Materials. Secure ACT tests and test questions (i.e., tests and test questions that are not made available by ACT to the general public) may not be copied, shared, discussed, or disclosed at any time or in any manner whatsoever. 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.
- c. Consequences for Violation of ACT Rights: 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.
- d. ACT Ownership of Answer Documents and Use of Score Reports: ACT owns all answers and answer documents you submit, including all essay responses, as well as all score-related data maintained by ACT. Score reports that ACT provides you may not be altered, and if ACT cancels the scores reflected on such score reports, you may not provide those scores or score reports to third parties. You do not have any property rights or property interests in your actual test score.

18. ACT Policies and Rules. The ACT examinee policies and rules referenced in these Terms and Conditions and other rules applicable to the administration of the ACT test are available for your review at www.act.org/the-act/terms/rules, and are specifically incorporated into these Terms and Conditions. ACT examinee policies and rules are periodically updated, and subject to change until 48 hours prior to your test date. Except to the extent you are testing under a State, District, Arranged, or On-Campus testing program, ACT will send you a notification approximately 48 hours before the test date reminding you to review the policies and rules on the website, and you have an obligation to read the policies and rules before you take the test. If you do not agree to comply with the policies and rules that are in effect 48 hours prior to your test

date, you must notify ACT prior to the test of your intent to cancel your registration pursuant to this provision. ACT may provide a refund in the event of such cancellation in its sole discretion. If you have any questions about the applicable policies and rules, contact ACT Customer Support Operations at 319.337.1270 or at www.actstudent.org/contactus in advance of the applicable test date. Notification of your intent to cancel your registration pursuant to this provision should likewise be directed to ACT Customer Support Operations.

- 19. Limitations.** To the extent permitted by applicable law, any and all claims by you and ACT arising out of or relating in any way to these Terms and Conditions (except for claims relating to intellectual property rights), whether sounding in contract, tort, or statute, must be brought within two years of the date the cause of action accrues, provided, however, that ACT has the right to cancel scores consistent with these Terms and Conditions at any time as long as the scores are otherwise considered valid, college reportable scores.
- 20. Governing Law.** If you take the ACT test outside the United States, these Terms and Conditions and any and all Disputes between you and ACT arising out of or relating in any way to these Terms and Conditions, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Iowa, without giving effect to conflict of law principles or other rules that would result in the application of the laws of a different jurisdiction and subject to the applicability of the Federal Arbitration Act as stated in Section 14(h), as well as applicable United States federal law.
- 21. Venue.** Pursuant to Section 14, you and ACT have agreed to participate in binding arbitration (or small claims court proceedings if allowed under the AAA Consumer Rules) to resolve certain Disputes. You and ACT agree that any permissible court action (except for any permissible small claims court action), shall be brought exclusively in the US District Court for the Southern District of Iowa or a state court located in Johnson County, Iowa. Both parties agree to submit to the personal jurisdiction of either of these courts, and both parties waive any objection they may have to the location of such courts (including, but not limited to, any objection based on personal jurisdiction or venue in such courts).
- 22. Waiver and Severability.** Any failure by either party to insist upon 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. Except as stated in Section 14(i), if any provision in 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 greatest 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 the parties as originally set forth in these Terms and Conditions.
- 23. Force Majeure.** ACT shall not be liable for any delay or failure to perform when such 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 any excusable delay or failure to perform and any adverse consequences.
- 24. No Third-Party Beneficiary.** These Terms and Conditions do not create a third-party beneficiary relationship between ACT and any individual or entity other than you.
- 25. Questions Regarding These Terms and Conditions.** You must agree to these Terms and Conditions, including the provisions regarding score cancellation and binding arbitration, as a condition to registering for the ACT. If you have questions about these Terms and Conditions, you should discuss them with your parents or guardians before registering for the ACT test.
- 26. Accessibility of These Terms and Conditions.** If you have difficulty accessing these Terms and Conditions and/or any of the ACT rules and policies referred to in the Terms and Conditions, please contact ACT

Customer Support Operations at 319.337.1270 or at www.actstudent.org/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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ACT Privacy Policy

Scope of this Notice

At ACT, Inc. ("ACT," "we," "us") we recognize the importance of protecting the privacy of your personally identifying 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 personally identifying information to us through use of the Site; and
- Register for and participate in ACT's assessments, programs, and services (collectively, "Products" or "ACT Products"). Some Products have privacy practices that differ from the Main Notice. Please carefully review the Products Addendum to understand those Product-specific practices.

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

Personally identifying information is information that can identify you, or that could be used in combination with other available data to identify you, such as your name, address, and date of birth. Personally identifying information does not include anonymized, aggregate, or statistical information. In connection with registration for or use of ACT's Products, and based on your relationship with us, you may be asked to provide, or ACT may receive from others, certain personally identifying information as described below. In connection with collecting this information, ACT will indicate which information is mandatory and which information is optional. If you do not provide mandatory personally identifying information, such as name, address and date of birth, you may not be able to use, access or benefit from ACT's Products.

Personally Identifying Information Provided by You

- **Use of ACT Products.** When you register for or use an ACT Product, we ask you to provide certain personally identifying information, including your name, home address, email address, telephone number, date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular plans, and your background, credit card information, photograph, disability, and biometric data. (Please refer to the Products Addendum for additional information about collection of your personally identifying information for certain products).

○ **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 personally identifying information or sensitive 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 organizations.

- **Site visitors.** When you visit the Site, ACT may collect and store your internet protocol address. Additionally, if you request materials or information from ACT, we may ask you to provide a variety of personally identifying information, including your name, job title, address, email address, and birth date, 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 credit card information.
- **Test Security.** During administration of a secure ACT assessment, you may be asked to provide a variety of personally identifying information, including your name and photo identification, 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 personally identifying information, including your name, address, email address, telephone number, tax identification number, date of birth, and bank account information.
- **Job applicants.** If you are applying for employment with ACT, we will

request a variety of personally identifying information, including your name, address, email address, work and education history, and other information necessary to evaluate your application.

Personally Identifying 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 personally identifying information from that school or educational institution, including your name, home address, email address, telephone number, date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, disability, and biometric data. (Please refer to the Products Addendum for additional information about collection of your personally identifying information for certain products).
- **Automated means.** ACT uses the following automated means to collect personally identifying 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: <http://www.aboutads.info/choices/>; <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-personally Identifying Information Collected by ACT

- **Non-personally Identifying Information is information that does not identify you.** In addition to collecting personally identifying 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.

How ACT Uses Personally Identifying Information

Personally identifying information collected by ACT may be used to:

- Administer, review, or improve ACT's Products and communicate with you about the same;
- 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;

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- 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 personally identifying information that ACT maintains in an aggregate or de-identified form, such that it constitutes non-personally identifying information.

Please refer to the [Products Addendum](#) to understand how ACT uses personally identifying information in a manner that differs from the above for certain Products.

Marketing

ACT uses your personally identifying 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.

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 sell your personally identifying information without your express consent, and will only disclose personally identifying information as set forth below and as described in the Product Addendum for certain Products.

ACT may disclose personally identifying information as follows:

- **EOS.** ACT's Educational Opportunity Service ("EOS") 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 EOS, ACT may share your personally identifying information with its subsidiary Encoura, LLC (f.k.a. NRCCUA), who may provide that information to Participating Organizations, who may then pay for the information and contact you about opportunities. The information shared includes your name, home address, email address, date of birth, gender, race, ethnicity, year of high school graduation or equivalent, religious affiliation, grade in school, high school academic information, intended college major and occupational choice. In addition, any information you choose to provide in your MyACT account or the Student Profile Section of your answer sheet (which can be reviewed at www.myactprofile.com), may be shared. 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. Personally identifiable information shared through the EOS program is also subject to Encoura's privacy policy, available here: <https://encouragame.com/privacy-policy/>. All EOS 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 EOS 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 the 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 personally identifying information are required to protect the confidentiality and security of the information.
- **Subsidiaries and Affiliates.** To our subsidiaries and affiliates.
- **An Acquirer.** To another company that acquires ACT or its assets, at which point that company will have responsibility for your personally identifying 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 Personally Identifying Information

If you use ACT Products or request information about ACT Products outside of the United States, your personally identifying 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.

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.

Choice

ACT strives to give you choices about our use of your personally identifying information. As a user of the Site and of ACT Products, you decide whether to provide your personally identifying information to us. However, if you do not provide certain required information, you may not be able to complete online transactions or access and use certain ACT Products. ACT will indicate which information is mandatory and which information is optional.

Access, Correction, and Deletion of Personally Identifying Information

You can review and change your personal information by visiting your account profile page. 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.

Depending on your country, state, or locality of residence you may have additional rights regarding your personally identifying information. These rights may include the right to request deletion of some or all of your personally identifying information, the right to request access to or correct your personally identifying information, the right to withdraw your consent to our use of your personally identifying information, the right to request restrictions on how we use or share your personally identifying information, or the right to lodge a complaint with your local supervisory authority. For requests of this type, please contact ACT's Vice President for Data Privacy either via email, at DPO@act.org, or via postal mail at the below address:

Attn: Vice President, Data Privacy
Email: DPO@act.org
Mailing Address:
500 ACT Drive
P.O. Box 168
Iowa City, IA 52243-0168

ACT Privacy Policy

ACT will seek to meet requests to delete personally identifying information unless it is required to be retained for example for contractual or other legal reasons as described in this Privacy Notice. Please be aware that assessment scores are maintained by ACT indefinitely and closing your account does not delete your assessment scores.

Retention of Information

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

Security and Confidentiality

Protecting personally identifying 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 personally identifying information. ACT also has other security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure. When ACT disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information.

The safety and security of your personally identifying 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.

Last Updated: May 6, 2022

ACT Account Terms and Conditions

ACT ACCOUNT TERMS AND CONDITIONS OF USE IMPORTANT—READ CAREFULLY BEFORE CLICKING THE “ACCEPT” BUTTON

You are requesting that ACT, Inc. create an account (“Account”) in its online system (“System”) for you. The following Terms and Conditions of Use, along with the [Privacy Policy](#) and any additional terms you may agree to when taking actions within the System, are terms of a legal agreement (collectively the Terms) between the user (you) and ACT, its subsidiaries, affiliates, successors and assignees (collectively, ACT, us, or we). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PROCEED TO ACCESS THE SYSTEM. BY CLICKING “ACCEPT”, YOU INDICATE YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TERMS.

ACT may revise these Terms and any other information contained in the System at any time. The date of last revision is at the bottom of this page. Any time we change the Terms, your acceptance of the Terms or continued use of the System shows your consent to the changes.

1. ACT restricts access to the System by passwords to users that must create an Account. As part of the Account creation process, you will need to create a password. This password should be secure, and you are responsible for making sure that no one else can use your password to access your Account. You may not share or otherwise divulge your password with any other person. Your right to use the System is personal to you. You agree not to impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity. You may use the System only for the time period which has been authorized by ACT. You may terminate your use of the System at any time by ceasing to use the System.
2. For institutions or organizations, authorized representatives (Administrators) may determine which roles users can have on behalf of that institution or organization, and thus may determine who at their organization has access to information through the System. IT IS THE SOLE RESPONSIBILITY OF THE ADMINISTRATOR TO GRANT, REVOKE, AND MANAGE ACCESS TO THEIR INSTITUTION’S OR ORGANIZATION’S INFORMATION, WHICH MAY INCLUDE PERSONAL INFORMATION ABOUT STUDENTS, EMPLOYEES, AND OTHER INDIVIDUALS. Administrators can grant or revoke roles at their organization unilaterally. Administrators and all other users of the System are subject to these Terms.
3. By creating the Account, you will have access to various products and services available through the System as determined by ACT, each of which may have additional or different terms and conditions that apply.
4. To the extent that you are an institution or organization using the System as provided in a contract between the institution or organization and ACT, and in the event any of these Terms conflict with the contract, the terms of the contract shall apply.
5. When you create your Account, we will collect certain information from you. This information must be true identifying information about you. When you take certain actions on the System, we may collect additional information from you. If you do not provide accurate information when you create your Account, ACT may suspend or terminate your access to the System. We will disclose this information to third parties only as disclosed in the Terms, as required by law, or to protect ACT’s own legal interests in the event of a dispute with you. ACT recognizes the importance of protecting the privacy of personal information you may provide. You consent to the collection and processing of personally identifying information you provide, and its subsequent use and disclosure, as described in the ACT Privacy Policy (available at <http://www.act.org/privacy>), which is hereby incorporated into these Terms as if restated here in full. You also consent to transfer your personally identifying information to the United States to ACT or a third party service provider for processing, where it will be subject to use and disclosure under the laws of the U.S. You acknowledge and agree that it may be accessible to law enforcement and national security authorities in the U.S. ACT may offer via the System third party services, such as social media login. Any information which is collected by ACT when you access a third party service is processed under the ACT Privacy Policy. Information collected by third party service providers themselves will be governed by their own privacy policy. ACT does not control the privacy policies or practices of the third party websites. ACT is not responsible for the content or practices of any linked third party websites, and we provide these links solely for your convenience and information.
6. You acknowledge and agree that certain data accessible via the System may contain sensitive personal information requiring special security measures. You represent and warrant that you are authorized to receive the sensitive information. If you access information that you are not authorized under applicable local, state or federal laws to receive, you agree to immediately notify ACT. Personally identifiable information found on this System may not be disclosed by you to any unauthorized third party or used by you for any purpose not authorized by these Terms. No data or material from the System may be copied, reproduced, republished, uploaded, downloaded, modified, reused, sold, posted, transmitted, distributed, or used except as authorized by these Terms.
7. ACT reserves the right to modify or discontinue, temporarily or permanently, the System for any reason, at its sole discretion, with or without notice to you. You agree that ACT may suspend or terminate your password, Account, or use of the System in ACT’s sole discretion for any reason, with or without notice to you. In such event, you shall immediately cease and desist from further use of any materials or documentation connected with the System and destroy all copies of the same.
8. You agree and acknowledge that the System and its contents belong to ACT or to others as indicated. ACT owns all right, title, and interest in the System, including all materials and data accessed through the System and all intellectual property rights therein. You do not acquire any right, title, or interest in the System. THE CONTENTS OF THE SYSTEM, INCLUDING ITS “LOOK AND FEEL” (E.G., TEXT, GRAPHICS, IMAGES, LOGOS, AND BUTTON ICONS), EDITORIAL CONTENT, NOTICES, SOFTWARE (INCLUDING HTML-BASED COMPUTER PROGRAMS), AND OTHER MATERIAL ARE PROTECTED UNDER UNITED STATES AND FOREIGN COPYRIGHT, PATENT, TRADEMARK, AND OTHER LAWS.
9. You agree that you will not directly or indirectly publish, display, or otherwise disclose the System (or any portion thereof) to any person, organization, or entity in any manner whatsoever. The information and materials contained in the System may not be licensed, sold, supplemented, used to create a derivative work or otherwise used for commercial purposes without the express written permission of ACT. You agree not to reproduce, duplicate, copy, sell, resell, use or exploit for any commercial purposes, the System, use of or access to the System, or any information or technology obtained from the System.
10. ACT provides the System as a convenience to its authorized users. You use this System at your sole risk and without any representations, warranties, or assurances by ACT regarding the security of the information you provide on the System. ACT further makes no representations, warranties or assurances that the information you supply on the System will be transmitted immediately or correctly to ACT. By using the System you expressly acknowledge and agree that you will not have or assert any claims of any kind of character against ACT or their respective employees or agents relating in any way to your use of the System.
11. ACT® is a registered trademark of ACT, Inc. Other trademarks on the System are the intellectual property of their respective owners. No use of any trademark appearing on the System is permitted without express written consent from the owner of the trademark.
12. You agree that you will not use any automatic device to monitor or copy Web pages or the content contained in the System without our prior expressed written permission. You agree that you will not use any device, software, routine, or any other automatic or manual process to interfere with or attempt to interfere with the proper working of the System, circumvent the navigational structure or presentation of the System, or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the System or through any other

ACT Account Terms and Conditions

illegitimate means. You shall not cause any part of the System in any way to be decompiled, disassembled or reverse engineered, reverse compiled or re-implemented nor shall you make any attempt to, or permit others to do so. You agree not to modify nor create a derivative of any part of the System, nor remove, edit, copy, or modify any product identification, copyright or other notices. Intentional attempts to trick, deceive, mislead, fool or otherwise circumvent the legitimate purposes for which the System is provided to you is strictly prohibited. You may not probe, scan or test the vulnerability of the System or any network connected to the System, nor breach the security or authentication measures on the System or any network connected to the System.

13. THE SYSTEM IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED. ACT MAKES NO REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.
14. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT, AND FOR ENSURING THAT NO UNAUTHORIZED USER IS GRANTED ACCESS TO THE SYSTEM USING YOUR LOGIN CREDENTIALS OR OTHERWISE COMPROMISES THE SECURITY OF THE SYSTEM VIA ACCESS TO YOUR ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVATES WHICH OCCUR UNDER YOUR ACCOUNT AND ACCOUNT HOLDERS AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ACT FOR ANY LIABILITY OR EXPENSE ARISING FROM SUCH USE OR MISUSE. YOU AGREE TO IMMEDIATELY NOTIFY ACT OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU, BY EMAILING US AT CUSTOMERSERVICES@ACT.ORG.
15. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED, TO NEGLIGENCE, SHALL ACT BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SYSTEM. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
16. These Terms shall be construed in accordance with the laws of the state of Iowa. You agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within Johnson County, Iowa for any dispute related to use of the System or these Terms.
17. If any term, condition or provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms, conditions and provisions or the whole of these Terms, but such term, condition or provision will be deemed modified to the extent necessary in the court's opinion to render such term, condition or provision enforceable, and the rights and obligations of you and ACT will be construed and enforced accordingly, preserving to the fullest permissible extent intent of you and ACT and these Terms.
18. The System does not knowingly solicit or collect information from children under the age of 13. If you are under the age of 13, please do not use the System. Should ACT learn that it has inadvertently collected information from a child under the age of 13, it will delete that information as soon as possible. If you are the parent or guardian of a child under the age of 13, and you believe we have collected information from that child, please contact us at CustomerServices@act.org.
19. You agree that, except as otherwise made available by ACT in its sole and absolute discretion, the System shall be available in English only, and all correspondence between you and ACT shall be exclusively in English.
20. You will not take any action that would violate, or cause ACT to violate, any applicable laws or regulations of the United States or other applicable jurisdictions, as well as any licenses, authorizations, orders, or any other official government action taken pursuant to any such laws or regulations, includ-

ing but not limited to the following: (i) any activity prohibited by the U.S. Foreign Corrupt Practices Act ("FCPA"); (ii) any activity prohibited by any U.S. sanctions and embargoes program including those codified in 31 C.F.R. Chapter V and executive orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"); (iii) any activity prohibited by the U.S. Export Administration Regulations (15 C.F.R. § 730 et seq.); or (iv) any activity prohibited by the U.S. International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.).

Neither you nor any applicable owners, officers, employees, agents, or subcontractors (if permitted by ACT) are designated on, owned or controlled by, or otherwise associated with any party designated on any of the U.S. government prohibited party lists, including, without limitation: (i) the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List, Entity List, or Unverified List; (ii) the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or (iii) the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List, and is not otherwise prohibited by U.S. law from receiving U.S.-origin goods or services.

Neither you nor any person or entity controlling your organization: (i) is an agent or instrumentality of any prohibited destinations, including countries subject to United States comprehensive sanctions; (ii) is organized under the laws of any country to which the United States has embargoed goods; (iii) has its principal place of business in any country to which the United States has embargoed goods, or (if a natural person) is a national of any country to which the United States has embargoed goods.

You shall indemnify and hold ACT harmless from and against any and all claims, losses, damages, liabilities, expenses, including attorney's fees and expenses, arising out of your use, including the use of any applicable owners, officers, employees, agents, and subcontractors, non-compliance with the provision of this Paragraph 20.

International Examinees: By clicking on "Accept" and creating an account, you are also providing your consent to ACT to transfer your personally identifying information to the United States to ACT or a third party service provider for processing, where it will be subject to use and disclosure under the laws of the United States. You acknowledge and agree that 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, Vice President, Data Management at DPO@act.org.

Last Updated: 5.22.2019