POLICIES AND PROCEDURES
Arranged Testing

PROGRAM: NATIONAL (ARRANGED) | PRODUCT: THE ACT | AUDIENCE: EXAMINEES, TESTING STAFF

Arranged Testing: The ACT Arranged testing program allows examinees who do not have access to a National test center (for testing online or on paper) over the ENTIRE testing year (September through July) AND meet the eligibility criteria described below to make other testing arrangements. It allows the examinee to request to take the ACT with approved testing staff at a location and time outside of the standard National testing dates and locations. This document includes eligibility, deadlines, policies, and procedures for Arranged testing; a request form; and examinee Terms and Conditions.

IMPORTANT: ACT offers Arranged testing on paper only. Online testing options are not available.

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:

- **Religious faith:** The examinee's religious faith prohibits Saturday testing, and a non-Saturday test center is not scheduled within 75 miles of the examinee's home for ANY test date during the FULL testing year (Sep–Jul).
- **Distant test center:** There is no test center scheduled within 75 miles of the examinee's home for ANY test date during the FULL testing year (Sep–Jul).
- **Incarceration:** The examinee is confined to a correctional institution on ALL test dates during the FULL testing year (Sep–Jul).

IMPORTANT: These are the ONLY conditions ACT will consider for Arranged testing applicants.

Accommodations and English learner supports: Arranged testing is not available to examinees who require accommodations or English learner (EL) supports. Examinees who are authorized by ACT to use these accessibility supports, including those who are homebound or hospital bound, should test through Special testing.

Accommodations and EL supports must be authorized by ACT. If for any reason the examinee is not approved for an authorized accommodation or EL support, and they would like to test without it, the examinee may request Arranged testing. Eligibility requirements and deadlines still apply. For information about Special testing, visit act.org/the-act/accomms.

Test Information

Non-test information: If the request is approved, ACT will create the examinee's account in MyACT®, if needed. The examinee will then be able to complete their non-test questions about themselves and their academic and career interests online in MyACT.

Test options:

- **The ACT:** English, mathematics and reading
- **The ACT + science:** English, mathematics, reading and science
- **The ACT + writing:** English, mathematics, reading and writing
- **The ACT + science + writing:** English, mathematics, reading, science and writing.

Fees: The test fee covers one report to the examinee's high school and up to four college choices or scholarship agencies at the time of registration. (For a list of fees, see the Fees section of the *Request for Arranged Testing* form, page 8.)

College choices or scholarship agencies: The examinee can have their ACT scores sent to up to four colleges or scholarship agencies included with their registration, but only if valid codes are listed on the request form. Find the codes at act.org/the-act/scores. An invalid or illegible code results in no scores sent to that choice.

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Request Form

The Request for Arranged Testing form appears on pages 5–8 of this document. The information in that form provides the basis of the ACT decision whether or not to approve the request.

Deadlines

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

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

IMPORTANT: Beginning with the June 2026 test date, requests for arranged testing will be due by the registration deadline and the testing window will be reduced to a shorter, nine-day window which will include two full weekends for test administration.

ACT Response to Request

- **If the request is approved:** ACT will ship paper test materials to the test location 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 requirement (information, signatures, other documentation, or full payment):** ACT will not process the request. ACT will email an explanation.

Approved, but does not test:

- **Nonrefundable fee:** 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.
- **Request other options:** Examinees who do not test may request a test date change or a retest (once ACT determines all test materials have been received from the test coordinator).
    - ***Test date change:*** To request a test date change, do the following:
        - Contact ACT Arranged testing via email at: arranged@act.org to inform them you need to request a test date change.
        - ACT will provide a separate form for the test coordinator and examinee to complete and sign.
        - Return the completed form to: arranged@act.org.

      Note: *The request must be returned/postmarked by the deadline date.*
    - ***Retest:*** If an examinee wishes to test through Arranged testing again, ACT requires a new request form, with full payment and any required documents.

Score Reports

Scores are delivered after the test date and are processed continuously during business hours. ACT is committed to providing examinee scores as quickly as possible but cannot guarantee a specific date for the scores to be reported. Examinees will receive an email when their scores are available, and will be able to view them using their MyACT account. Typical time frames are as follows:

- **The ACT or ACT + science:** Normally made available 2–8 weeks after the test date.
- **The ACT + writing or ACT + science + writing:** Normally made available 5–8 weeks after the test date.

Mailed scores: A letter confirming scores will also be mailed to the examinee once all scores have been processed for a test event.

Contact ACT

ACT Arranged Testing
500 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

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POLICIES AND PROCEDURES
Administering Arranged Testing

The test must be administered by a qualified local test coordinator who abides by the policies and procedures detailed herein.

Test Coordinator for Arranged Testing

- **Examinee responsibility:** It is the examinee's responsibility to ask a teacher or counselor at the high school, college, or university the examinee is currently attending to serve as the test coordinator.
    - If the examinee is not currently attending school, consider contacting the testing department at a nearby college or university.

- **Test coordinator criteria:** The test coordinator MUST meet the following criteria:
    - Be proficient in English.
    - Be experienced in administering high stakes testing.
    - Be a staff member of the institution where testing takes place.
    - Have control over locked, limited-access storage at the institution to secure the test materials.
    - Agree to administer the tests according to policies and procedures in the administration instructions provided by ACT.

- **Conflict of interest:** 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:
    - Be a relative or guardian of the examinee.
    - Be a private consultant or individual tutor whose fees are paid by the examinee or examinee's family.
    - Be engaged in test preparation activities for the ACT during the current academic year.
    - Be involved in coaching high school or college athletics (required only if the examinee participates in athletics).
    - 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.

- **Income reporting:**
    - ACT engages 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.

Note: *Alternative arrangements may be applicable in California.*

Assignment of Test Materials

- **Transfer of materials:** Paper test materials may be used only for an examinee listed on the manifest and may not be transferred to any other examinee or location.
- **Return of materials:** 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 not used.

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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 at least 3.5 hours for the ACT (no science or writing), and up to 5.5 hours if taking the optional science and 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.

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Request for Arranged Testing
2026–2027

Instructions

- The test coordinator must ensure that all information and signatures are present.
- Incomplete/unsigned forms delay processing.
- Emailed forms will not be accepted.
- Do not register or pay through the examinee's MyACT account.

***Note:** All fields in this form are required, except College Choices, which is optional.*

Examinee Information

(Print or type.)

Last Name First Name MI

Date of Birth (MM/DD/YYYY)

Gender ○ Female ☐ Male
○ Prefer No Response

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

City State ZIP Code

Email Address

Phone (10-digit number)

High School/College (if currently attending)

HS Code Year of HS Graduation

College/Scholarship Choices—Enter up to 4 valid codes. Find codes at act.org/the-act/scores.

1. _____ 3. _____

2. _____ 4. _____

Test Coordinator Information

(Print or type.)

Last Name First Name MI

Job Title

High School/College Code (testing site)

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

Street Address of School (required for shipping materials)

City State ZIP Code

Email Address

Work Phone (10-digit, daytime)

Cell Phone (10-digit)

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Testing Window

(Select only ONE window.)

Send this request to ACT no later than the deadline for the selected testing window.

Test Window	Postmark Deadline
☐ September 19–September 27, 2026	August 14
☐ October 17–October 25, 2026	September 11
☐ December 12–December 20, 2026	November 6
☐ February 27–March 7, 2027	January 22
☐ April 10–April 18, 2027	March 5
☐ June 12–June 20, 2027	May 7
☐ July 10–July 18, 2027	June 4

Test Option

(Select one.)

☐ The ACT (English, mathematics, and reading)

☐ The ACT + science

☐ The ACT + writing

☐ The ACT + science and writing

Reason for Arranged Testing

(Select one and include any required documentation.)

☐ **Religious faith:** The examinee's religious faith prohibits Saturday testing, and a non-Saturday test center is not scheduled within 75 miles of the examinee's home for ANY test date during the FULL testing year (Sep–Jul). ***Note:*** *You must include a letter from a cleric (not a relative) or a notarized statement to verify the prohibition.*

☐ **Distant test center:** There is no test center scheduled within 75 miles of the examinee's home for ANY test date during the FULL testing year (Sep–Jul).

☐ **Incarceration:** The examinee is confined to a correctional institution on ALL test dates during the FULL testing year (Sep–Jul).

ACT Recruit Me

(Choose to opt in or not.)

Examinees may enroll in this free, voluntary program to connect with colleges, scholarship agencies, and other educational opportunities looking for students like you!

☐ Yes, I would like to participate in ACT Recruit Me (most people select this).

☐ No, thanks.

ACT Recruit Me participation can help you discover:

- College and career paths after high school
- New options to help pay for college
- Best-fit college opportunities all over the country

IMPORTANT: ACT research shows that ACT Recruit Me participation benefits students by giving them greater access to information about colleges and programs of study, expanding their possibilities for future success.

Note: *If your jurisdiction does not permit you to opt into the ACT Recruit Me program, we may not share your information even if you respond* Yes *above.*

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Here's how it works:

- If you respond Yes, we provide information about you to colleges, universities, financial aid agencies, scholarship agencies, education and military government agencies, and organizations that offer educational, civic engagement, extracurricular, and career opportunities, products, and services. There is no cost to you, as these organizations typically pay for this service, and you can opt out at any time by visiting: http://www.actstudent.org/college/eos.html.
- Your phone number will not be shared.
- The following information about you will be shared by ACT and its affiliate Encoura, LLC: your name, address, gender, high school, email address, date of birth, year of high school graduation, racial/ethnicity background, intended college major, and career interests. In addition, any information you provide in MyACT or Encourage (see https://encourageme.com) and a range your ACT scores fall within may be shared. Participating organizations have all agreed to use your information only for the purpose of sharing information about their programs.

Test Coordinator's Statement and Signature

(Read, sign, and date.)

Statement: *By signing below, I confirm:*

- *I have read and agree to the terms of the* ACT National Testing Staff Agreement*, (https://www.act.org/content/dam/act/securedocuments/ACT-National-Testing-Staff-Agreement.pdf).*
- *I have the authority to submit this form.*

Test Coordinator Signature Date (MM/DD/YYYY)

Examinee's Statements and Signature

(Read, sign, and date.)

Statements: *I certify that I am the person whose information is submitted in accordance with the* Policies and Procedures for 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 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 if I am located outside of 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,*

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including being accessible to law enforcement or national security authorities.

Certification: In the box below, copy the italicized certification, and then sign and date.

I agree to the Statements above and certify that I am the person whose information appears on this form.

Examinee Signature Date (MM/DD/YYYY)

If examinee is under 18:

Parent/Guardian Name (printed)

Parent/Guardian Signature Date (MM/DD/YYYY)

For correctional facility use only:

☐ I certify that this examinee is the ward of the state and parental/guardian consent cannot be obtained.

Facility Representative Name (printed)

Facility Representative Signature Date (MM/DD/YYYY)

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.

Note: *This is notification that when you pay by check you are authorizing ACT Education Corp. 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.*

Testing fees:

- The ACT = $70
- Science add-on fee = $5
- Writing add-on fee = $25

Note: *Full payment must be received with the completed request form by the deadline date or the request cannot be processed.*

Fee waiver: If eligible, examinees may pay with a fee waiver. Fee waivers cover the ACT (English, mathematics, reading) or the ACT with optional science and/or writing, as applicable, fees, and your college or scholarship choices with the registration.

Return of Request Form

Detach and mail this completed form, all required supporting documentation, and payment to the following address:

ACT Arranged Testing

500 ACT Drive, PO Box 168

Iowa City, IA 52243-0168

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EXAMINEE TERMS AND CONDITIONS
Testing Rules and Policies for the ACT Test
2026–2027

The Examinee 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 Education Corp. ("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 ("test"), you are agreeing to these Terms and Conditions. All references to "test" or "tests" in these Terms and Conditions refer to the ACT test and test-related documents in paper, electronic, or any other form, including test booklets, test questions, test responses, and responses marked on answer documents.

Please read these *Terms and Conditions* carefully. If you have any questions, you may discuss them with your parent, legal guardian, or trusted adult. You should carefully review the *Terms and Conditions* each time you test (available on the ACT website at www.act.org/the-act/terms).

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 at 319.337.1270 or at www.act.org/content/act/en/contact-act.html before registering for or taking the ACT test. ACT will be happy to provide these *Terms and Conditions*, rules, or policies in an alternative format or give you access to these *Terms and Conditions* in some other reasonable manner.

CONTACT: ACT can be reached by contacting 319.337.1270 or www.act.org/content/act/en/contact-act.html within the US.

To contact ACT outside the US, call +1 319.337.1993 or Toll Free: 1.800.525.6932, or visit https://global.act.org/content/global/en/contact.html

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

- The information you have provided to ACT is true.
- You have read, understand, and agree to be bound by these *Terms and Conditions* and the ACT rules and policies referenced in these *Terms and Conditions*.
- You are not working for or on behalf of any test preparation provider(s).
- Any and all disputes, claims, or controversies ("Disputes") between you and ACT will be resolved through binding arbitration except as expressly provided in Section 15 below, and you understand that by agreeing to arbitration you and ACT are 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. When you register for or take an ACT test, you consent to the ACT Privacy Policy. If you or your parent or guardian has any questions about the ACT Privacy Policy, contact our Privacy Counsel at dpo@act.org.
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 identifying information) to these programs. Note: Automatic scholarship score reporting is distinct from 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 ACT Recruit Me 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 authorized for use by institutions of higher education nor does it apply to non-college reportable testing used in State and District testing.
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 test 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

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from the person who owns it. ACT may use your photo for all the purposes described in the ACT Privacy Policy, the ACT Photo Submission Requirements, and this section.

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; 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 may have different requirements for photo submission but must bring acceptable identification to be admitted to the test, as set forth in Section 5 below.

4. Registration Changes. ACT may, in its sole discretion, update the test location or test format of your original registration (e.g., from online to paper, or from bring your own device to test center provided devices) to ensure your ability to test.
5. Rules for Entry to the Test. You must meet all rules for entry to the test described in this section.
   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; you must comply with the identification requirements in effect on the day you test. Make sure to check for any updates before the day of testing. If you have any questions about acceptable identification, please contact ACT Customer Support at 319.337.1270 or at www.act.org/content/act/en/contact-act.html before the day of testing. Test staff have sole discretion on test day to deny admission to the test if they conclude you do not have an acceptable form of identification. Any such decision by test staff is final. For State testing, District testing, Special testing, Arranged testing, and On-Campus testing, ACT requires that you show acceptable identification on the test day, unless test 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. Test staff have 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 test staff is final.
6. Items Brought to the Test. Neither ACT nor test 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 test staff. Searches may include the use of tools, such as handheld metal detectors that detect prohibited metal items. ACT may confiscate and retain for a reasonable period any item suspected of having been used, or capable of being used, in violation of these Terms and Conditions. ACT may also provide such items to, and permit searches of such items by, third parties in connection with investigations conducted by ACT or others.
7. Prohibited Behaviors. You may not engage in any of the following behaviors in connection with taking the ACT test:
   a. 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.
   b. Looking back at a test section on which time has already been called.
   c. Looking ahead to other test sections.
   d. Looking at another person's test or answers.
   e. Giving or receiving assistance by any means.

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f. Discussing or sharing test questions, answers, or test form identification numbers at any time, including during test administration, during breaks, or after the test.
g. Attempting to photograph, copy, memorize, or capture test-related information or remove test materials, including questions or answers, from the test room or from an online test session in any way or at any time.
h. Disclosing test questions or answers, in whole or in part, in any way or at any time, including through social media.
i. Failure to comply with ACT's required computer configurations, secure testing client installation, and/or system checks if you are taking the ACT online using a device you bring.
j. Using a prohibited calculator (described in the ACT Calculator Policy found at www.act.org/calculator-policy.html).
k. Using a calculator on any test section other than mathematics.
l. Sharing a calculator with another person.
m. Wearing a watch during test administration. All watches, timers, or other timing devices must be removed and placed on the desk while in the test room so that they remain visible to staff during the test.
n. Using a watch or other device with recording, internet, communication, or calculator capabilities (e.g., a smart watch, smart glasses, or fitness band), or accessing any electronic device other than an approved calculator or watch. All unapproved electronic devices, including cell phones and other wearable devices, must be powered off and stored out of sight from the time you are admitted to test until you leave the test center.
o. Using highlighter pens, colored pens or pencils, notes, dictionaries (unless approved by ACT and confirmed by the test administrator for translations), or other aids.
p. Using scratch paper.
Note: *If you are taking the ACT online, some use of ACT-authorized scratch paper or a dry erase surface/white board may be permitted; all such use must be in accordance with ACT policies and procedures.*
q. Not following instructions or abiding by the rules of the test center.
r. Not following the rules of the test administration.
s. Exhibiting confrontational, threatening, or unruly behavior.
t. Violating any laws. If ACT suspects you have engaged in criminal activities in connection with a test, such activities may be reported to law enforcement agencies.
u. Allowing an alarm on a personal item to sound in the test room or creating any other disturbance.

8. Notice of Image Capture or 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.
9. Prohibited Behavior Observed or Suspected by Test Staff. Test staff may monitor you and others during the testing process. If they observe or suspect you are 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 test staff is final. Test staff may not give you a warning of any observed or suspected prohibited behavior before you are dismissed.
In some cases, test staff may allow an examinee to continue an exam, but report observed or suspected prohibited behavior on an irregularity report that is submitted to ACT. ACT, in its sole discretion, may take action in response, which may include not scoring your exam, or canceling a previously reported score. Any such decision or action by ACT is final.
If your exam is canceled pursuant to this Section 9, you forfeit your registration, and no refund will be issued.
10. Individual Score Reviews. In some cases, test staff may not 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,

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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, evidence of unauthorized assistance, or other indicators or reports that an examinee's test scores may not be valid. In such 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.
b. Standard for an Individual Score Review: ACT may cancel your test scores if it has good faith reason to believe the scores are invalid, based on substantial evidence. Proof of misconduct is not required to cancel scores.
c. 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.
d. Notification of an Individual Score Review: If ACT has concerns about the validity of your scores as discussed in this Section 10, ACT will notify you and initiate the Individual Score Review process described in Section 11. ACT does not automatically cancel your scores. In most cases, ACT will initiate the Individual Score Review process by sending you a 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 at 319.337.1270 or at www.act.org/content/act/en/contact-act.html.
e. 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, 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 Portal or from external investigations causing ACT to reexamine past scores.

11. **Individual Score Review Process.** If your ACT scores become the subject of an Individual Score Review, ACT will send you a letter that notifies you of ACT's concerns and gives you three options: (1) submit documentation to ACT in support of the validity of your scores; (2) take a free, private retest to resolve the score review; or (3) voluntarily cancel your scores. Additional details regarding these options and more information regarding the Individual Score Review will be provided in ACT's correspondence to you. ACT's letter will also 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 Documentation: If you choose to submit documentation to ACT in support of your scores, this documentation 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 review panel recommends that your scores be canceled, you will again be given several options, including: (1) voluntarily canceling your scores; (2) taking a free, private retest to resolve the score review; or (3) challenging the review panel's cancellation recommendation pursuant

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to the dispute resolution provisions discussed in Section 15 below. Additional details regarding these options will be provided in ACT's correspondence to you.

b. Private Retest or Voluntary Score Cancellation: You may select the private retest option or voluntary score cancellation option at any point in the Individual Score Review process to fully resolve the Individual Score Review.
c. Failure to Participate in the Individual Score Review Process: If you do not respond to ACT's Individual Score Review correspondence and identify a preferred option by the deadline stated in the correspondence, do not participate in the Individual Score Review process, or unreasonably delay the Individual Score Review process or resolution, ACT may cancel your scores that are under review if it has good faith reason to believe the scores are invalid, based on substantial evidence. You hereby authorize ACT to make such a cancellation. If your scores are canceled pursuant to this Section 11(c), ACT will not reinstate them absent exceptional circumstances and in ACT's sole discretion.
d. Score Reporting While Scores Are Under Review: Although it is ACT's general policy to report scores that are subject to an Individual Score Review while the review process is pending, ACT may hold scores and not issue score reports pending the outcome of the Individual Review Process if ACT has a good faith basis for doing so based on the facts and circumstances of your Individual Score Review.
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 may notify official score recipients that an Individual Score Review is pending at any time if ACT has a good faith basis for doing so based on the facts and circumstances of your Individual Score Review. You hereby 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 (i.e., the entities that receive 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 if ACT has a good faith basis for doing so based on the facts and circumstances of your Individual Score Review.

12. **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 considering health or other conditions affecting a testing location;
    - Errors, delays, technical difficulties, 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 (e.g., 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 canceling 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

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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 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 test), 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 12.

ACT may take any action pursuant to this section regardless of whether you caused or benefited from the compromise or irregularity, or otherwise violated these *Terms and Conditions*. **To the extent permitted by applicable law, the remedies listed in this Section 12 are the exclusive remedies available to examinees for the circumstances described in this Section 12.** Decisions made by ACT pursuant to this section are final.

13. Test Security Investigations. As part of its efforts to protect the fairness of the ACT test and the integrity of ACT scores, ACT may investigate 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 Sections 10 and 11 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 or geographic region on a specific test date, or from an online community) and results in ACT taking action under Section 12, 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:
    a. 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.
    b. 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 test process and benefit examinees who properly obtain their ACT scores, as well as official score recipients. You authorize and consent to these disclosures.

14. 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.
15. ARBITRATION AGREEMENT. Arbitration is an alternative dispute resolution procedure

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intended to allow you and ACT to resolve issues without going to court. As described in this Section 15, 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 test, taking the test, requesting or receiving accommodations or supports on the test, the reporting of ACT test scores, the use or disclosure of personal information by ACT, Individual Score Reviews, or the cancellation of test scores—shall be resolved by a single arbitrator through final and binding arbitration. You and ACT agree that a final arbitration award may be entered in a court which has jurisdiction.**
By agreeing to arbitration, you and ACT are waiving the right to have Disputes subject to this arbitration agreement (including Disputes regarding statutory rights) brought before or decided by a judge or jury in state or federal court and are agreeing that any such 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 ("AAA Consumer Rules") in effect at the time a request for arbitration is filed with the AAA, unless you and ACT 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 15(f). Copies of the AAA Consumer Rules can be located on AAA's website at: www.adr.org. When an arbitration demand is properly and permissibly filed pursuant to this Section 15, you and ACT must promptly comply with the filing requirements, which for AAA arbitrations includes your obligation to pay AAA a non-refundable individual 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 otherwise 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 15(e) below.

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 15, 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). You and ACT 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."

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In the event you or ACT are unable to seek resolution of a Dispute in arbitration due to this Section 15(e), you or ACT may seek resolution of the Dispute in court in accordance with Section 20. 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 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 15(c), any issues regarding whether the filing of an arbitration demand does or would violate this Section 15(e) and/or whether a court action may be filed pursuant to this Section 15(e) must be resolved in court in accordance with Section 20, 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, you and/or ACT 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 15, 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 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. Individual Score Review Arbitration: Arbitrations arising from an Individual Score Review will be conducted pursuant to the AAA's Documents-Only Procedure unless otherwise ordered by the arbitrator. The issue for arbitration to conclude the Individual Score Review is whether ACT has good faith reason to believe your scores are invalid, based on substantial evidence. This issue will be decided through a declaratory judgment action by a single arbitrator.

i. 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.

j. Severability: If any provision in this Section 15 is held by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way; and, to the fullest extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent possible, reflects the intention of you and ACT as originally set forth in this agreement. If, however, a finding of invalidity, illegality, or unenforceability applies to (i) Section 15(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 15(e) so as to allow for more than 50 substantially similar

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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 20, and you and ACT agree that any court proceedings will be stayed pending conclusion of any arbitration proceedings.

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

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. In addition, 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, and 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

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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. Information about when ACT allows refunds can be found at www.act.org/the-act/terms/rules. If you have any questions about the applicable policies and rules, or wish to provide notification of your intent to cancel your registration pursuant to this provision, contact ACT Customer Support at 319.337.1270 or at www.act.org/content/act/en/contact-act.html in advance of the applicable test date.

19. 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 FAA as stated in Section 15(h) above, as well as applicable United States federal law.
20. Venue. Pursuant to Section 15, 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 U.S. District Court for the Southern District of Iowa or a state court located in Johnson County, Iowa. You and ACT agree to submit to the personal jurisdiction of either of these courts, and you and ACT 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).
21. Waiver and Severability. Any failure by either party to insist on strict performance of any of these Terms and Conditions shall not be deemed a waiver of its rights unless such waiver is in writing signed by the party against whom it is asserted. Any waiver of any right hereunder at any time shall not be deemed a waiver of any other right. Except as stated in Section 15(i) above, 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 fullest extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent possible, reflects the intention of you and ACT as originally set forth in these Terms and Conditions.
22. 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.
23. 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.
24. 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 and/or taking the ACT. If you have questions about these Terms and Conditions, you should discuss them with your parent or guardian before registering for and/or taking the test.

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Scope of this ACT Privacy Policy

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

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

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

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

Main Notice

Information ACT Collects

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

- Contact information, such as your name, home address, email address, telephone number, date of birth, and gender.
- Education and job information, such as year of high school graduation or equivalent grade in school, high school academic information, intended college major and occupation, college plans, extracurricular plans, and job title.
- Test administration information, such as photograph, disability information, and whether you are right- or left-handed.
- Payment information, such as credit card number, bank account information, and tax identification number.
- Device information, such as internet protocol address, device geolocation information, and information from cookies and web beacons.
- Sensitive information, including your race/ethnicity and personal information from children under 13.

Personal Information Provided by You

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

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

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race, ethnicity, health data such as a physical or learning disability, credit card information, and/or information related to your background, including political and religious affiliations.

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

Personal Information Provided by Other Sources

- **Schools, school districts, and educational institutions**. When you use an ACT Product through your school or educational institution, ACT may receive personal information from that school or educational institution, including your contact information, education and job information, test administration information, and sensitive information. In connection with receipt of personal information under ACT's agreements with such schools or educational institutions, ACT will fully comply with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), and state student data privacy laws, to the extent applicable.
- **Automated means**. ACT uses the following automated means to collect personal device information about you:
    - **Cookies**. Cookies are small text files that a website can send to a user's browser and store on the user's hard drive. Cookies can make your use of the Site easier by saving user information such as status and preferences. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Site. Unless you have adjusted your browser setting so that it will refuse cookies, ACT will issue cookies when you use your browser to visit the Site.
    - **Web Beacons**. The Site also uses Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. ACT may use Web beacons to count users who have visited a page or opened an email, or for other similar website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). You can disable Web beacons from capturing information by blocking cookies.
    - **Third-party Analytics Services**. The Site uses third-party service providers for analytics purposes. These providers collect information about you and report website trends that may be linked to you. These providers use their own cookies to track site visitor interactions. ACT does not control the cookies used by these third-party service providers and their use may be governed by the service providers' own privacy policies. These service providers create reports for ACT that contain aggregate information

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about visitor interactions with ACT's website, in order to help ACT improve the website. To learn more about your choices regarding online tracking, please visit these sites: https://youradchoices.com/control, https://www.usa.gov/optout-instructions.

- **Tracking Technologies**. ACT.org and MyACT.org conduct conversion tracking with other websites, such as Twitter and Facebook, to track your interaction with ACT advertisements on those websites. We also target ACT's advertisements on social media websites. This means that after visiting ACT.org and MyACT.org, if you later log into, for example, Facebook or Twitter, an ACT advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites: https://youradchoices.com/control; https://www.usa.gov/optout-instructions.
- The Site does not respond to Do Not Track signals.

Non-Personal Information and De-identified Information

- **Non-Personal Information** is information that does not identify you. In addition to collecting personal information by automated means (explained above), ACT may also use automated means to collect anonymized technical and internet data, such as your browser type, the date and time you access the Site, which web pages on the Site you visited, your referring website Uniform Resource Locator (URL), how long you spent on each page of the Site, your operating system, and your screen settings. This information can be used by ACT to administer and improve the Site, enhance security, and inform statistical analyses.
- **De-identified Information**. ACT also uses personal information that has been de-identified. ACT takes reasonable steps to ensure that this data cannot be associated with an individual and we will not attempt to re-identify data that has been de-identified.

How ACT Uses Personal Information

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

- Administer, review, or improve ACT's Products and communicate with you about the same, which may include the following activities:
  - Process a request for an ACT Product and communicate with you about the same;
  - Maintain your account, verify your identity, process payments, and collect debts you owe us;
  - Administer, review or improve the Site;
  - Invite you to participate in surveys consistent with ACT's mission, including surveys about ACT Products;
  - Provide you with marketing information about ACT Products or special offers from ACT;
  - Comply with and enforce applicable legal requirements;
  - Investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns;
- Conduct internal research and analysis, including to inform public policy and advocacy; provided that if such research is published or reported, for example to educational institutions, state agencies, or businesses, this use only includes information that ACT maintains in an aggregate or de-identified form, such that it does not constitute personal information.

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

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Marketing

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

SMS Communications

ACT may communicate with you using text messages when you provide your phone number and in accordance with the following:

- After you have provided your telephone number and opted-in, you consent to receive recurring automated text messages (SMS, MMS, and RCS) from us at the number you provided. These may include:
  - Notifications related to your orders, and / or
  - Marketing messages
- Your consent to receive text messages is not a condition of any purchase.
- If at any time you would like to unsubscribe from text messages you may reply "STOP" to the communication.
- If at any time you need assistance with the text messages reply "HELP" to the communication, or by reaching out to us as described in the "Contact Us" section.
- Message frequency of text messages varies.
- Message and data rates may apply.
- By opting in to receive text messages (SMS, MMS, and RCS) from ACT, you agree any dispute arising out of or relating to those text messages is subject to the arbitration provisions in ACT's Terms of Use, to the extent permitted by applicable law.

Information Sharing and Disclosure

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

ACT may disclose personal information as follows:

- **ACT Recruit Me (formerly EOS)**. ACT Recruit Me is an optional program that provides you with information from colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services (Participating Organizations). When you opt-in to ACT Recruit Me, ACT may share your personal information with its affiliate Encoura, LLC (f.k.a. NRCCUA), who may provide that information to Participating Organizations, who may then pay for a license to use the information to contact you about opportunities. The personal information shared may include your contact information, education and job information, and sensitive information. Your ACT test score range (not your specific scores but a range they fall within) may be disclosed to Participating Organizations and used to identify candidates for opportunities. Personal information shared through the ACT Recruit Me program is also subject to Encoura's privacy policy, available here: https://encourageme.com/privacy-policy/. All ACT Recruit Me Participating Organizations have agreed to use your information only for the purpose of sharing information about their programs. If you previously opted-in to the ACT Recruit Me program but now wish to opt-out, you may do so by visiting: https://www.act.org/content/act/en/products-and-services/

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the-act/opting-out-of-eos.html (California law (Civil Code Section §1798.83) permits residents of California that use the Site to opt-out of sharing of their information with other organizations for those organizations' marketing purposes, which can be done using this link.)

- **Test Security**. As necessary to investigate, prevent, act on, or respond to suspected or actual test security or score validity concerns.
- **Educational Institutions**. To schools, school districts, state entities and/or their agents or representatives for educational, research, and reporting purposes.
- **Others**. To others who pay for you to use ACT Products or who receive certificates of achievement or credentials you may have earned by using ACT Products.
- **Parents**. To parents or legal guardians of minors under the age of 18.
- **Government Agencies**. To certain state and federal scholarship and recognition programs and agencies, as further described in the Terms and Conditions you agree to in connection with using ACT Products.
- **Third Party Researchers**. To certain third-party researchers conducting research consistent with ACT's mission. Researchers who receive any personal information are required to protect the confidentiality and security of the information.
- **Subsidiaries and Affiliates**. To our subsidiaries and affiliates, including for their own direct marketing purposes.
- **An Acquirer**. To another company that acquires ACT or its assets, at which point that company will have responsibility for your personal information.
- **Third Party Service Providers**. To third parties providing services to ACT or as necessary to deliver ACT Products. This includes information needed to verify an individual's identity or for security purposes.
- **Legal Compliance**. As required by law, for subpoena or other legal processes, and as necessary to investigate, act on, or prevent suspected or actual illegal activities, fraud, or potential threats to personal safety.

International – Onward Transfer of Personal Information

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

Links and Websites

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

Access, Correction, and Deletion of Personal Information

You can review and change your personal information by visiting your account profile page at MyACT.org. 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 personal information, which may include the right to request deletion of some or all of your personal information, request access to or correction of your personal information, receive your personal information in a portable manner, withdraw your consent to our use of all or some of your personal

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information, request restrictions on how we use or share your personal information, not to receive discriminatory treatment for the exercise of privacy rights, or lodge a complaint with your local supervisory authority. If you are a parent of a child under the age of 13, you may review, have deleted, or refuse to permit further collection or use of your child's personal information.

For requests of this type, please contact ACT's Privacy Counsel either via email, at DPO@act.org, or via postal mail at the below address:

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

Your request to exercise data rights must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information, which may include our verification of your full legal name, date of birth, home address, email address, and ACT ID.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity, and we will only use personal information provided for identity verification to verify identity. You do not need to create an account with us to submit a request to know or delete.

Only you, or someone legally authorized with verifiable proof to act on your behalf, may make a request to know or delete related to your personal information. To designate an authorized agent if you are a California resident, the agent must be a natural person or a business entity registered with the California Secretary of State.

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

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

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

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

Automated Decision Making

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

Retention of Information

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

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

Security and Confidentiality

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

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

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Site. 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.

Changes to this ACT Privacy Policy

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

GDPR Notice

How will we use your data?

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

- **Contract Fulfillment**. When you register to use an ACT Product, we collect and use your personal information to provide that Product to you.
- **Consent.** When you consent to a specific use of your personal information, ACT will collect and use your personal information in accordance with your consent.
- **Legal Obligations**. ACT is subject to a variety of legal and regulatory obligations and will collect and use your personal information to comply with its legal obligations.
- **ACT's Legitimate Interests**. ACT will collect and process your personal information to carry out its legitimate interests to conduct the following, except where your fundamental rights and freedoms override such interests:
    - Protecting ACT or you from data security threats;
    - Managing test security;
    - Improving ACT Products; and
    - Conducting corporate transactions, such as a merger or acquisition.

California Notice

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

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

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

- Identifiers, such as real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name or other similar identifiers.
- California Customer Records personal information, which includes a name, physical characteristics or description, address, telephone number, education, employment, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.
- Protected classification characteristics under California or federal law, such as race, color, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression). [Note we do not collect ancestry, national origin, citizenship, religion or creed, or military and veteran status]
- Internet or other similar network activity, such as browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- Professional or employment-related information, such as current or past job history or performance evaluations.
- Non-public education information, which may include education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes. [Note that we do not collect student financial information or student disciplinary records]
- Geolocation data, such as the city or state where you are located.
- Sensory data, such as audio.
- Inferences drawn for any of the information we collect, such as determining other ACT products that may be of interest to you.

We do not collect the following categories of information:

- Sensory data, such as electronic, visual, thermal, olfactory, or similar information.
- Biometric information, such as genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.

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

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

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