



*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 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:

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 ACT. Any disputes or controversies involving 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 waiving the right to have any such Disputes heard and decided by a judge or jury.

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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](http://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.

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Section 1. Privacy Policy and Notice of Collection of Personally Identifying Information. ....3....  
Section



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](http://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 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 test staff is final.

5. 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

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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.

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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 substantial evidence to support they are invalid. You hereby agree and authorize ACT to make such a

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 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 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 11.

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 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 I7Tw -6 -1.302 ca (r)1.4 ( )JTJ 1 (ive)-46.004 Tw 0 -1.313 TD [(e)1.6 (s.4 ( (r)gTc (r)1.1a)-2.1.6 (s.4)-11.6



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 an



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, 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 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. 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

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

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](http://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](http://www.act.org/content/act/en/contact-act.html) in advance of the applicable test date.

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 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.

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 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.