POLICIES AND PROCEDURES

Requests for Arranged Testing

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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:**
  - agreeable to the examinee and test coordinator.
  - Allow an uninterrupted session of

    writing) or 4 hours for the ACT with writing.
  - ACT prefers that testing be scheduled as
- **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

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Request for Arranged Testing

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C. Testing Window

- Mark only one testing window.
-

Test Window	Postmark Deadline	Late Registration Postmark Deadline (late fee applies)
☐	**August 9**	**August 25**
☐	**September 20**	**October 7**
☐	**November 8**	**November 22**
☐	**January 3**	**January 20**
☐	**February 28**	**March 16**
☐	**May 9**	**May 26**
☐	**June 6**	**June 20**

Note:

D. Test Option

☐ ACT (no writing)

☐ ACT with writing

E. Reasons for Arranged Testing

documentation)

☐ **Religious faith:** The examinee's religious

75 miles of the examinee's home **for any test date during the full testing year (Sep–Jul).**
Note:

☐ **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:**
a correctional institution **on all test dates during the full testing year (Sep–Jul).**

F. Educational Opportunity Service (EOS)

(Choose to opt in or not)

educational opportunities looking for students like you!

☐
people select this)

☐

- College and career paths after high school
- New options to help pay for college
-
country

ACT research shows that EOS participation bene f ts students by giving them greater access to information about colleges and programs of study, expanding their possibilities for future success.

Note:

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- opt out at any time by visiting: http://www.actstudent.org/college/eos.html. number will not be shared.
- The following information about you will be 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.

ACT Privacy Policy (act.org/privacy.html

G. Test Coordinator's Statement and Signature

Policies and Procedures for ACT Arranged Testing

Policies and Procedures for ACT Arranged Testing

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ACT Privacy Policy

Certification:

Statements

If examinee is under 18:

Parent/Guardian's Name (printed)

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's Name (printed)

I. Fees

Payments must be in the form of a check or

Note:

Fee waiver:
a fee waiver. Fee waivers cover the ACT (no

and your college or scholarship choices with the registration.

Fees:

- The ACT (no writing) = **$69**
- The ACT with writing = **$94**
- Late request = **$38**

Note:

actstudent.org

J. Return of Request Form

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TERMS AND CONDITIONS

Testing Rules and Policies for the ACT Test

2024–2025

The ACT® Test Terms and Conditions: Testing Rules and Policies for the ACT Test (“*Terms and Conditions*”) are a legal agreement between ʌţŃ ŋŃŒrɐɅ ⁚ţɐ ⁚ɬʎʌĂŁŃʌţŃ !>ÿ ʌŃrʌ␣ẌʳɐʔẍỤ and ACT Education Corp. (“ACT”). They set out important rules and policies relating to your ʌĂŁɬʌî ʌţŃ !>ÿ ʌŃrʌʀɬʌQʎʔDZɬʌî ʌţɐrŃ ŒŃʎĂʌɬʌî 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 ɐŒ ŃʎŃQʌŒɐɅɬQ ŘɐŒ ɃʀɬʌQʎʔDZɬʌî ʌŃrʌ ǩɛɐŁʎŃʌrʀ ʌŃrʌ ɵʔŃrʌɬɐɅrʀ ʌŃrʌ ŒŃrŋɐɅrŃrʀ ĂɅDZ ŒŃrŋɐɅrŃr ɃĂŒŁŃDZ on answer documents.

Please read these carefully.

each time you test (available on the ACT website at _____).

and/or an ⊖15(oi7Om74As)]TJe

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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

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

   at the discretion of ACT and test staff.

   as handheld metal detectors that detect

   and retain for a reasonable period any item

   and Conditions. ACT may also provide

   investigations conducted by ACT or others.

6. Prohibited Behaviors.
   any of the following behaviors in connection with taking the ACT test:
   a. Filling in or altering responses to any

      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

      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.
   f.

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7. Capturing Images 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

   or as otherwise allowed under the ACT Privacy Policy and/or applicab8 (iv)16(a)-E96ages e2050(Lang (en)-MCID 9 BT10 /TT0 2(iv)7tf-EFF0009>B10 0 0 10

these options will be provided in ACT's correspondence to you. ACT's letter will

with only one option selected by the deadline stated in the letter.

a. _____ If you choose to submit documentation to ACT in support

of the evidence from you and ACT and determine whether to recommend cancellation of the scores. If the review panel recommends that your scores

private retest to resolve the score review;

cancellation recommendation pursuant to the dispute resolution provisions

details regarding these options will be provided in ACT's correspondence to you.

b. _____
Cancellation:
private retest option or voluntary score cancellation option at any point in the

c. Failure to Participate in the Individual
_____ If you do not

correspondence and identify a preferred option by the deadline stated in the

cancel your scores that are under review if it has substantial evidence to support

authorize ACT to make such a cancellation.

will not reinstate them absent exceptional circumstances and only in ACT's sole discretion.

d. _____
_____ ACT reserves the right to hold scores and not issue score reports pending the outcome of the Individual

e. _____
_____
Although it is ACT's general policy not to

ACT to make such a disclosure.

f. _____ If your scores are canceled for any reason relating to

the entities that receive scores directly from ACT) informing them that the scores have been canceled. ACT generally does

reason for cancellation but may do so in

11. Compromises in the Registration, Testing, Scoring, or Score Reporting Process and Group Irregularities. ACT takes steps that are intended to provide you a standardized

prevent this from occurring in some cases.

limited to:

- procedures such as events that cause

  mistiming on any part of the test;
- Concerns regarding whether testing can be safely conducted considering health or other conditions affecting a testing location;
- circumstances in (a) processing test registrations; (b) delivering tests; (c) administering tests; (d) uploading test

  tests; or (f) reporting scores;
-
- Evidence of group irregularities or

  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

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will examine the situation and determine

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cancel your scores upon your request. If

been canceled. ACT will not be required to

you later change your mind.

14.

an alternative dispute resolution procedure intended to allow you and ACT to resolve issues without going to court. As described in

a. **Arbitration of Disputes: You and ACT**
Xagr9MC Tp0C0003ivpanntrSpan.9 (d r)13 (r)ETC025602E01E3021202070ng (enn(,0030v un,C020037030

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agreement to all or any part of these Terms

addition to taking other action and without conceding the validity of your actions—in its

score recipients that the score(s) have been canceled.

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**
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

a. Intellectual Property:

"AC

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allows refunds can be found at www.act.org/

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- **Job applicants.** If you are applying for

  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

  ACT may receive personal information

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How ACT Uses Personal Information

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

- which may include the following activities:
  - Process a request for an ACT Product and communicate with you about the same;
  - owe us;
  - Invite you to participate in surveys surveys about ACT Products;
  - Provide you with marketing information about ACT Products or special offers from ACT;
  - Comply with and enforce applicable legal requirements;
  - suspected or actual test security or score validity concerns;
- including to inform public policy and advocacy; provided that if such research that ACT maintains in an aggregate or constitute personal information.

ACT only processes your sensitive data to policy and advocacy.

Marketing

to contact you regarding ACT Products. If you be provided instructions on how to opt out of receiving further marketing communications transactional communications by email your scores.

Information Sharing and Disclosure

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

ACT may disclose personal information as follows:

- **EOS.** ACT's Educational Opportunity that provides you with information from services (Participating Organizations). provide that information to Participating to use the information to contact you about opportunities. The personal information within) may be disclosed to Participating Organizations and used to identify candidates for opportunities. Personal information shared https://encourageme.com/privacy-policy/ Participating Organizations have agreed to use your information only for the purpose of sharing information about their programs. If visiting: https://www.act.org/content/act/en/products-and-services/the-act/opting-out-of-eos.html information with other organizations for those

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be done using this link.)

- **Test Security.**

  actual test security or score validity concerns.
- **Educational Institutions.**

  reporting purposes.
- **Others.** To others who pay for you to use

  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

  in the Terms and Conditions you agree to in connection with using ACT Products.
- **Third Party Researchers.** party researchers conducting research consistent with ACT's mission. Researchers who receive any personal information are

  security of the information.
- **Subsidiaries and Affliates.** To our subsidiaries

  marketing purposes.
- **An Acquirer.** To another company that

  company will have responsibility for your

  Privacy Notice.
- **Third Party Service Providers.** To third parties providing services to ACT or as necessary to deliver ACT Products. This includes information needed to verify an individual's identity or for security purposes.
- **Legal Compliance.**

  potential threats to personal safety.

International—Onward Transfer of Personal Information

If you use ACT Products or request information

transferred outside of your home country to

- to reasonably verify you are the person about

-

We cannot respond to your request or provide you with personal information if we cannot

account with us to submit a request to know or delete.

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

here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Retention of Information

ACT will retain your information for as long as

this Privacy Notice or to comply with applicable legal obligations.

ACT may be required to retain personal

legal reasons as described in this Privacy Notice. Please be aware that assessment scores are

account does not delete your assessment scores.

Security and Confidentiality

Protecting personal information by using

technical safeguards is important to ACT. For

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

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

you are responsible for keeping this password

password with anyone and urge you to be careful about giving out information in public

information you share in public areas may be

via the internet is not completely secure. Although we do our best to protect your

the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. ACT is not responsible for circumvention of any privacy settings or security measures contained on the

Digital Millennium Copyright Act (DMCA)

ACT respects the rights of copyright holders and

laws. We also expect users to respect the rights of copyright holders when using ACT Products

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GDPR Notice

How will we use your data?

ACT collects your personal information so that we can use the information as described in the

of the Main Notice. ACT's uses your personal information according to the lawful bases of:

- **Contract Fulfillment.** When you register to

  personal information to provide that Product to you.
- **Consent.**

  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

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