



JOHNS HOPKINS
CENTER *for* TALENTED YOUTH

TALENT SEARCH INFORMATION

Congratulations on deciding to take the ACT® test and participating in a talent search program. This information is to serve as a brief guide for taking the ACT.

TEST OPTIONS

- The ACT (no writing) consists of four multiple-choice tests in English, mathematics, reading, and science.
- The ACT with writing includes the four multiple-choice tests plus a 40-minute writing test.

You are not required to take the writing test to participate in talent search programs. However, if you would like to take the writing test, please contact ACT Customer Care before the late registration deadline for your scheduled test date.

ACT ADMISSION TICKET

- Prior to the test date you chose, ACT will mail you an admission ticket and an ACT Talent Search Student Identification Form.
- Read your admission ticket carefully.
- Your registered test date and test option are listed at the top of your admission ticket.
- If you need to make any changes, call ACT Customer Care as soon as possible.
- If you have not received your admission ticket or you need to request a duplicate, contact ACT Customer Care by phone, email, or chat, no later than 8:00 p.m. central time on the Friday prior to your test date. Please note, telephone hold times increase near deadlines. Customer Care agents are also available on ACT test dates.

On test day be ready to present:

Your printed ACT admission ticket

AND

acceptable identification (required)

For a complete list of acceptable forms of identification,
visit www.act.org/the-act/id.

You will not be admitted to test if your ID does not meet ACT requirements.

ACT WEB ACCOUNT

- Students who are age 13 or older can create an ACT web account at www.actstudent.org to make changes to their account, send additional score reports, print a revised admission ticket and more. You will need to have your ACT ID to complete this process. Your ACT ID can be found on the admission ticket that was mailed to you.
- Due to Internet privacy laws, students 12 years old or younger cannot establish an ACT web account, even if their parents or guardians assist them. For assistance with registration changes or a new admission ticket, contact ACT Customer Care and mention you have registered through a talent search organization.

PREPARING FOR THE ACT

- Talent search organizations do not recommend students take part in excessive test preparation.
- It is sufficient to be familiar with the structure of the test and general test-taking tips (such as guessing strategies).
- You can download a free study guide, *Preparing for the ACT® Test* (available in English and Spanish), from act.org/testprep.

CALCULATORS

The ACT calculator policy is designed to ensure fairness for all examinees, avoid disturbances in the testing room, and protect the security of the test materials.

- **A permitted calculator** may be used on the ACT mathematics test only.
- It is your responsibility to know if your calculator is permitted.

For a complete description of the ACT calculator policy, visit www.actstudent.org/calculator-policy.html or call **800.498.6481** for a recorded message containing highlights from this policy.

TEST DAY

Report to your assigned test center by 8:00 a.m. You will not be admitted to test if you are late.

Bring the following items to the test center:

- your printed admission ticket
- an acceptable form of identification
- sharpened soft-lead No. 2 pencils and good erasers (no mechanical pencils or ink pens)
- a watch to pace yourself (make sure alarms are turned off)
- a permitted calculator to use on the mathematics test only (if you choose)
- snacks and/or drinks (if you choose) for consumption only outside the test room, during breaks

Don't bring **any** of the following items:

- textbooks, foreign language or other dictionaries, scratch paper, notes or other aids
- highlighter pens, colored pens or pencils, or correction fluid/tape
- any electronic device other than a permitted calculator (this includes cell phones, smart watches, fitness bands, or other devices that have recording, Internet, communication, or calculator capabilities)
- reading material
- tobacco in any form

AT THE TEST CENTER

- Testing staff will check your admission ticket and identification, admit you to the test room, direct you to your seat, and provide test materials.
- Be ready to begin testing after all examinees present at 8:00 a.m. are checked in and seated.
- A short break is scheduled after the first two tests. You will not be allowed to use cell phones or any electronic devices during the break, and you may not eat or drink anything in the test room.
- ACT tries out questions on National test dates to develop future tests. Following the science test you should expect to take a shorter, multiple-choice test covering one of the previous subject areas. Please try your best on these questions because your participation can help shape the future of the ACT. **The results of the fifth test will not be reflected on your reported scores.**
- Students taking the ACT (no writing) with standard time are normally dismissed about 12:35 p.m. Students taking the ACT with writing are normally dismissed about 1:35 p.m.

NOTE TO PARENT(S), GUARDIAN(S), AND SCHOOL PERSONNEL

Testing regulations require that only those individuals registered to test or administering the ACT be allowed at the test center. Parent(s), guardian(s), and/or teachers should make arrangements to meet their students AFTER the test. You are not allowed to enter the testing room or the testing area, observe, bring food, or otherwise contact the participants during testing or any breaks. **Thank you for your cooperation.**

MAKING CHANGES TO YOUR REGISTRATION

To make changes to your ACT registration:

- Call ACT Customer Care before the late registration deadline for the test for which you are registered.
- Some changes require an additional payment. Please have a valid credit card available for these transactions. (Your parent or guardian can help you.)

Note: All fees are nonrefundable unless otherwise noted.

- **Test Center Change for the Same Test Date \$32.00**
If your preferred test center has space available for your test option, you will be assigned there and charged a Test Center Change fee.
- **Test Date Change \$32.00**
For a different date only if you are absent or unable to test on the original date.
- **Late Registration \$30.00**
Applicable if making a test date change during the late period for the new test date.

SCORE REPORTING TIMELINE

- Score reports for the ACT without writing are normally mailed 2–8 weeks after the test date.
- Score reports for the ACT with writing are normally mailed 5–8 weeks after the test date.
- Your score report will be mailed to the address you provided when you registered.

WEATHER PROBLEMS ON TEST DAY

- In the event of inclement weather, listen to your local radio or TV station for announcements about the status of your test center.
- ACT will post reschedule notifications on **www.act.org/rescheduled-test-centers**.

2019–2020 TERMS AND CONDITIONS: TESTING RULES AND POLICIES FOR THE ACT® TEST

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

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 in answer documents.

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

- (1) The information you have provided to ACT is true;
- (2) You have read, understand, and agree to be bound by these Terms and Conditions and the ACT policies referenced in these Terms and Conditions;
- (3) You are not working for or on behalf of any test preparation provider(s); and
- (4) All disputes between you and ACT will be resolved through binding arbitration except as expressly provided in Section 14 below, and you understand that by agreeing to arbitration you are waiving your right to having any such dispute heard 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 from you when you register for or take one of our tests. Our processing of such information, including collection, use, transfer, and disclosure, is described in the ACT Privacy Policy found at: www.act.org/privacy. When you register for or take an ACT test, you consent to the collection of your personally identifying information and its use and disclosure as provided in the ACT Privacy Policy.
 - a. **Required Personally Identifying Information:** When registering for and taking an ACT test, you provide personally identifying information to us, some of which is mandatory. If you do not provide the mandatory personally identifying information, including but not limited to your name, address, and date of birth, you may not be able to register for or take the ACT test.
 - b. **ACT Use of Personally Identifying Information:** We will share your personally identifiable information consistent with ACT's Privacy Policy and (where applicable) your choices. For example, we send your score reports to the colleges you choose. Please note that when you ask us to send your score report to a college that is part of a college system, the college may share your scores with other colleges in that system. In addition, ACT provides your score report (including your photo) to your high school. As described in the "Automatic Score Reporting for Scholarship Purposes" Section 2 below, ACT will also automatically report your scores for scholarship purposes unless you opt out of this reporting. Your personally identifiable information may also be accessible to law enforcement and national security authorities, and as otherwise described in ACT's Privacy Policy.
 - c. **Notice to International Examinees:** As noted in ACT's Privacy Policy, your personally identifying information may be transferred outside of your home country to the United States to ACT or a third-party service provider for processing and will be subject to use and disclosure under the laws of the United States.
 - d. **Questions about Use of Personally Identifying Information:** If you have any questions about the ACT Privacy Policy, please contact our Data Protection Official at DPO@act.org.

2. **Automatic Score Reporting for Scholarship Purposes.** * Some state and federal scholarship programs or education departments use ACT scores as one source of information to recognize student achievement. ACT reports your test scores and other information about you for this purpose without requiring you to use one of your college choices, and at no cost to you. If your mailing address or high school is in one of the states or other categories listed below, your test scores and other information about you will be reported automatically for consideration unless you specifically direct ACT, in writing, not to do so.
 - a. **States with Scholarship Programs:** Alaska, Arizona, Arkansas, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maryland, Mississippi, Missouri, Montana, North Dakota, Oklahoma, Pennsylvania, Rhode Island, Tennessee, Washington, and West Virginia. Additional participating programs include the League of Latin American Citizens and the John Gatling Grant Program. NOTE: Participating state and private scholarship programs may change at any time, and these Terms and Conditions may not always reflect the most current list of participants.
 - b. **US Presidential Scholars Program:** All states, District of Columbia, US territories, Puerto Rico, and US citizens abroad.
 - c. **Opt-Out:** To direct ACT not to automatically report your scores for scholarship purposes, you must send a letter postmarked no later than the Monday immediately after the test date for which you do not want your scores reported. Address your letter to ACT Customer Care, PO Box 168, Iowa City, IA 52243-0168. NOTE: This will not affect any other uses of your scores, such as the reporting of scores to the colleges you list when you register for the test or to your high school, or the sending of information about you to Educational Opportunity Service recipients if you opted in to that Service.

*This section does not apply to ACT Residual testing.

3. **Photo Submission Requirement for Registration.** During test registration, ACT may require you to submit a photo that meets ACT photo requirements www.act.org/the-act/photo-requirements.html. Your photo will be used for test security and other identification purposes. For example, ACT may place your photo on your admission ticket, provide it to test center staff, and/or include it on the score report that is sent to your high school. You must have the right to submit the photo to ACT, either because you own it or because you have permission to submit it from the person who does, and you agree that ACT may use your photo for all of the purposes described in this paragraph and in the ACT Photo Submission Requirements.
 - a. **Consequences for Failure to Provide Photo:** If you fail to provide a required photo by the deadline for a given test, ACT may cancel your test registration and release your seat, and you will be subject to all test date change policies and fees. You must provide a photo by the photo deadline for any new test date. The Photo Upload Deadlines page at www.act.org/the-act/photo-requirements.html provides more information. If you miss the deadline and do not request a test date change, your original registration fee will not be refunded.

- b. Examinees Age 12 or under: Examinees who are 12 years old or younger do not have to submit a photo for registration but must bring acceptable identification to the test center.
4. **Admission to Test Center**. Unless otherwise stated in these Terms and Conditions, ACT requires that you show acceptable identification to be admitted to a test center.
- a. Acceptable Forms of Identification: You are responsible for understanding ACT requirements for acceptable identification, found at www.act.org/the-act/id, and having acceptable identification with you on test day. **ACT policies are updated from time to time, so make sure that you check for any updates to our identification requirements before the day of testing. You agree to be bound by the identification requirements in effect on the day you test.**
- b. Questions Regarding Forms of Identification: You should contact ACT Customer Care at www.actstudent.org/contactus before the day of testing with any questions about acceptable identification. Testing staff has sole discretion on test day to deny admission to the test if they conclude that you do not have an acceptable form of identification, and you may not challenge that decision.
- c. Special Instructions: For State and District Testing, Special Testing, Arranged Testing, and Residual Testing, ACT requires that you show acceptable identification on the test day, unless testing staff personally recognize you.
5. **Items Brought to Test Center**. ACT may restrict the items you bring into the test center. All items you bring into the test center, such as hats, glasses, purses, backpacks, cell phones, calculators, other electronic devices, pre-approved medications or personal aids, and watches, may be searched at the discretion of ACT and testing staff. Searches may include the use of tools, such as handheld metal detectors, that detect prohibited items. ACT may confiscate and retain for a reasonable period any item suspected of having been used, or capable of being used, in violation of these Terms and Conditions. ACT may also provide such items to and permit searches of such items by third parties in connection with an investigation conducted by ACT or others. Neither ACT nor testing staff shall be responsible for loss or damage to any items that you bring to a test center. Your test center may also have additional procedures with which you must comply.
6. **Prohibited Behaviors**. You may not engage in any of the following behaviors in connection with taking the ACT:
- Filling in or altering responses to any multiple-choice questions or continuing to write or alter the essay after time has been called. This means that you cannot make any changes to a test section outside of the designated time for that section, even to fix a stray mark or accidental keystroke.
 - Looking back at a test section on which time has already been called.
 - Looking ahead in the test.
 - Looking at another person's test or answers.
 - Giving or receiving assistance by any means.
 - Discussing or sharing test questions, answers, or test form identification numbers at any time, including during test administration, during breaks, or after the test.
 - Attempting to photograph, copy, or memorize test-related information or remove test materials, including questions or answers, from the test room in any way or at any time.
 - Disclosing test questions or answers in any way or at any time, including through social media, in whole or in part.
 - Using a prohibited calculator (www.act.org/calculator-policy.html).
 - Using a calculator on any test section other than mathematics.
 - Sharing a calculator with another person.
 - Using a watch with recording, internet, communication, or calculator capabilities (e.g., a smart watch or fitness band).
 - Accessing any electronic device other than an approved calculator or watch. **All** other electronic devices, including cell phones and other wearable devices, must be powered off and stored out of sight from the time you are admitted to test until you leave the test center.
 - Using highlighter pens, colored pens or pencils, notes, dictionaries, or other aids.
 - Using scratch paper. **
 - Not following instructions or abiding by the rules of the test center.
 - Exhibiting confrontational, threatening, or unruly behavior.
 - Violating any laws. (If ACT suspects you have engaged in criminal activities in connection with a test, such activities may be reported to law enforcement agencies.)
 - Allowing an alarm on a personal item to sound in the test room or creating any other disturbance.
- ** If you are taking the ACT online, some use of ACT-provided scratch paper or an ACT-provided white board may be permitted; all such use must be in accordance with ACT policies and procedures.

7. **Capturing Images, Video, or Voice Recordings at Test Centers.** ACT may capture and use images, video, or voice recordings of you at test centers for the purpose of protecting the integrity and security of the testing process, improving services, or other purposes as allowed under ACT's Privacy Policy and/or applicable law.
8. **Prohibited Behavior Observed or Suspected by Onsite Testing Staff.** Testing staff may monitor you and others during the testing process. If they observe or suspect you of engaging in a prohibited behavior, they have the right to immediately discontinue your exam and direct you to leave the test center. In some cases, testing staff decide to not discontinue your exam but log their observations on an irregularity report and submit it to ACT. ACT reserves the right to review those irregularity reports and, in its sole discretion, take action in response, which may include not scoring your exam or cancelling a score previously reported. Any such decision by ACT is final. If your exam is cancelled pursuant to this Section 8, you forfeit your registration and no refund will be issued. Testing staff are not required to notify you or give you a warning of any observed or suspected prohibited behavior at a test center.
9. **Individual Score Reviews.** In some cases, testing staff do not suspect, observe or report prohibited behavior in the testing process, but other information comes to the attention of ACT that raises questions about the validity of your test scores. For example, ACT may find unusual similarities in the answers of you and another examinee, indicators that you may have falsified your identity or impersonated someone else, indicators of possible advance access to test questions or answers, or other indicators that your test scores may not be valid. In these cases, ACT may choose to conduct an Individual Score Review.
- a. **The 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 whether you engaged in misconduct. If ACT has a reasonable and good faith reason to believe that your scores are invalid, ACT reserves the right to cancel your scores. ACT conducts Individual Score Reviews to protect the fairness of the testing process and the integrity of ACT scores. This benefits examinees, colleges, universities, and other score recipients.
- b. **Notifying You of an Individual Score Review:** Generally, ACT initiates the Individual Score Review process by sending you a certified letter. The letter includes information about why ACT has opened the Individual Score Review and options available to you. If your mailing address is outside of the United States, we will send notice to the email address you provided to ACT. Email is used to avoid delays caused by international mailing, and you agree to receive unencrypted emails from ACT regarding Individual Score Reviews. It is extremely important that you maintain accurate and up-to-date contact information with ACT and that you respond to ACT's correspondence in a timely manner. Failure to respond in a timely manner can result in the cancellation of your scores under review. You can update your mailing address by contacting ACT Customer Service at 319-337-1270 or updating your ACT Student web account.
- c. **Timing of Individual Score Reviews:** You agree that your scores may become the subject of an Individual Score Review at any time they are on file with ACT as valid and reportable ACT scores. While Individual Score Reviews are typically initiated within a year after the applicable test date, this is not always the case. Information may come to ACT's attention at any time that causes a review of your scores. For example, investigations into recently reported scores or activities may cause ACT to reevaluate older scores; ACT may receive inquiries at any time from high schools, colleges, and other score recipients questioning scores they believe to be inconsistent with their observations of academic performance; or ACT may receive information through its Test Security hotline or from external investigations causing ACT to reexamine past scores. You acknowledge that your ACT scores have ongoing value even after they have been reported and agree that ACT has the right to review them at any time.
- d. **The Individual Score Review Process:** If your ACT scores become the subject of an Individual Score Review, ACT sends you a letter that gives you three options: (1) submit written information to ACT in support of your scores; (2) take a private retest at ACT's expense to confirm the validity of your scores; or (3) voluntarily cancel your scores. Additional details regarding these options will be provided in ACT's correspondence to you.
- If you choose to submit written information to ACT in support of your scores, the information you submit is provided to a Test Security Review Panel, which will consider the totality of the evidence and will determine whether to recommend cancellation of the scores. If the Panel recommends that your scores be cancelled, you will again be given three options: (1) take a private retest at ACT's expense to confirm the validity of your scores; (2) voluntarily cancel your scores; or (3) challenge the Review Panel's cancellation decision in binding arbitration through written submissions to the American Arbitration Association pursuant to the AAA Consumer Arbitration Rules, as discussed in Section 14 below. Additional details regarding these options will be provided in ACT's correspondence to you.
 - If you select either the private retest or voluntary score cancellation option at any point in the score review process, you waive the right to any other resolution option that may have been available to you, and you release and forever discharge ACT from any and all claims you may have relating to taking the applicable ACT test(s).

ACT's review of the scores on that test (or those tests), and any score cancellation by ACT based on the retest or your voluntary score cancellation. If you do not exercise one of these options, the final and exclusive remedy available for you to challenge a decision by ACT to cancel your test scores as part of the Individual Score Review process is discussed below in Section 14 ("Arbitration Agreement for Disputes with ACT").

- ACT's letters will include a "Score Review Option Sheet" that outlines your options. You must sign and return the Option Sheet to ACT with only one option selected.
- e. **Failure to Participate in the Individual Score Review Process:** If you do not respond to ACT's attempts to reach you, or do not participate in or unreasonably delay the Individual Score Review process, ACT will proceed with the review process. If ACT has reasonable and good faith reason to believe that your scores are not valid, your scores will be cancelled. Once your scores have been cancelled, ACT will not reinstate them absent exceptional circumstances and in ACT's sole discretion.
- f. **Score Reporting while Scores Are Under Review:** ACT reserves the right to hold scores and not issue score reports pending the outcome of the review process.
- g. **Notification to Score Recipients of Pending Individual Score Review:** ACT routinely delays implementation of its score cancellation decisions (other than cancellation decisions resulting from a non-confirming private retest, a voluntary score cancellation, or failure to participate in the Individual Score Review process) so as to permit examinees the opportunity to exercise one of the options that ACT offers to examinees when the Test Security Review Panel decides that a score should be cancelled. However, ACT reserves the right to notify official score recipients that an Individual Score Review is pending. You hereby agree and authorize ACT to make such a disclosure.
- h. **Score Cancellation Notices:** If scores are cancelled for any reason, ACT sends a letter to everyone who received the scores directly from ACT informing them that the scores have been cancelled. ACT generally does not inform official score recipients of the reason for cancellation but may do so in exceptional circumstances (including but not limited to instances in which there is a Misconduct Finding as defined in Section 11(c) below.).

10. Compromises in the Registration, Testing, Scoring, or Score Reporting Processes, and Group Irregularities.

ACT takes steps that are intended to provide you a fair, 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 at a test center to be cancelled or interrupted, or a mistiming on any part of the test;
- Errors, delays or other non-standard circumstances in (a) processing test registrations, (b) administering tests, (c) preparing, handling, shipping, processing, or scoring tests, or (d) reporting scores;
- Circumstances that raise concerns about the possibility of prohibited behavior that may have affected a group of examinees (e.g., examinees who tested in the same room or center where the prohibited behavior occurred); such circumstances include but are not limited to evidence of advance access to test content or inappropriate conduct during an exam administration; or
- Any other events that disrupt or compromise any part of the testing process (i.e., registration, test distribution, testing, scoring, and score reporting).

In the unlikely 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 scoring tests or cancelling scores. 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) not score tests or cancel scores and offer each affected person the option to retest at no additional fee (normally on a future National test date), or (c) not score tests or cancel scores and offer a refund. If the impacted test event is a State Testing event (i.e., one where a state or district has paid for your exam), ACT may offer the option to retest you at no additional fee or it may cancel the test event without an option for retest.

The remedies listed in this Section 10 are the exclusive remedies available to examinees for the circumstances described in this Section 10.

ACT shall not be required to conduct Individual Score Reviews for each impacted group member or demonstrate the invalidity of specific scores in the circumstances described in this Section 10. Decisions made by ACT pursuant to this section are final. If ACT offers a retest and you select that option (or it is selected for you in State and District testing), you must retake all four multiple-choice tests to produce a valid Composite score. If you took the writing test on the original test date, you may also need to retake the writing test in addition to the four multiple-choice tests to produce a valid English Language Arts score.

11. Test Security Investigations. As part of its efforts to protect the fairness of the ACT exam and the integrity of ACT scores, ACT may conduct investigations into the security of its test materials and the testing process (collectively "Test Security Investigations"). 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. Sometimes, Test Security Investigations produce evidence that calls into question the validity of specific scores and cause ACT to initiate one or more Individual Score Reviews as outlined above in Section 9. In other cases, investigations may produce evidence that calls into question the validity of a group of scores (e.g., all scores achieved from a specific room, school, or district on a specific test date), and results in ACT taking action under Section 10, 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 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, disclosure of, or access to test content or responses to secure test questions; or other serious or potentially ongoing misconduct). Those additional steps 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 behaviors 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 reserves the right to 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 score recipients. These disclosure rights aid in protecting the integrity and fairness of the examination process and benefit examinees who properly obtain their ACT scores, as well as score recipients. You consent to these disclosures, and ACT will have no liability for exercising its right to make such disclosures.
- c. **Disclosure of Misconduct Finding:** If you are found by a court or arbitrator to have engaged in any action prohibited under these Terms and Conditions that affected the validity of your scores on the ACT test or the scores of any other examinee(s) ("Misconduct Finding"), ACT may disclose that fact to any schools or scholarship entities that received your ACT scores and to other third-parties with a legitimate reason for knowing that information.

12. Voluntary Cancellation of Scores by You. Unless you tested under a State or District, Special, Arranged, or Residual Testing program, ACT will cancel your scores upon your request. If scores have already been sent to score recipients, ACT will notify the score recipients that the scores have been cancelled. ACT will not be required to reinstate cancelled scores, even if you later change your mind.

13. Retest Restriction. ACT may limit the number of times you take the ACT (the "Retest Limit"). The current Retest Limit Policy is set forth on our website at www.act.org/the-act/retestlimit. ACT may further adjust the Retest Limit in the future in its sole discretion.

- a. **Cancellation for Violation of Retest Limit:** ACT may cancel your registration, rescind your admission ticket, or take any other steps necessary to enforce the Retest Limit. If you violate the Retest Limit, your scores will not be reported or will be cancelled, and your fees will not be refunded.
- b. **Calculation of Test Attempts:** In calculating the number of times you have taken the test, ACT includes a test event even if your scores from it are cancelled by you or by ACT. ACT does not include testing required by your district or your state's department of education or tests taken as part of an academic talent search. Other exceptions will be considered only if you submit a request via our online Retest Exception Request Form no later than the regular registration deadline for the test event that would exceed the Retest Limit. Exceptions are within ACT's sole discretion. The Form is available at www.act.org/the-act/retestlimit.

14. ARBITRATION AGREEMENT FOR DISPUTES WITH ACT.

- a. Other than disputes that solely involve infringement of ACT's intellectual property rights, all disputes between you and ACT -- including but not limited to disputes that relate in any way to registering for the ACT test, taking the ACT test, requesting or receiving accommodations or supports on the ACT test, the reporting of ACT test scores, the use or disclosure of personal information by ACT, Individual Score Reviews, or the cancellation of ACT test scores -- shall be resolved by a single arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Arbitration Rules ("AAA Rules") in effect at the time a request for arbitration is filed with the AAA (unless the parties agree to an alternate arbitration body). Arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephonic hearing and both parties will submit written arguments and evidence to the arbitrator in support of their position, unless otherwise agreed by the parties or the arbitrator). Both you and ACT agree to promptly comply with the AAA's filing requirements. This

includes your obligation to pay AAA a non-refundable \$200 filing fee (unless AAA agrees to waive the fee for you). Copies of the AAA Rules can be located on AAA's website, currently at: www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf.

By registering for and/or taking the ACT, you agree that you are waiving your right to have any dispute with ACT (including disputes regarding statutory rights) brought before or decided by a judge or jury in state or federal court except as otherwise expressly provided in this section, and that any such dispute with ACT will instead be resolved through binding arbitration as provided in the AAA Rules.

The Federal Arbitration Act ("FAA") governs this arbitration agreement. Any issues regarding the enforceability of this arbitration agreement and/or whether a dispute is subject to this arbitration agreement will be decided solely by the arbitrator. No arbitration may be brought or maintained as a class action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration. 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 expressly provided in these Terms and Conditions or required by applicable law.

- b. Additional Provisions Related to Individual Score Reviews: In all disputes related to score cancellation decisions made as part of an Individual Score Review, the sole issue for the arbitrator to decide is whether ACT acted reasonably and in good faith in deciding to cancel your scores. If the arbitrator finds that ACT has acted reasonably and in good faith in deciding to cancel your scores, your scores will be (or remain) cancelled. If the arbitrator finds that ACT did not act reasonably and in good faith in deciding to cancel your scores, your scores will not be cancelled (or they will be reinstated, if applicable). If you ask the arbitrator to decide any other issues or you assert any claims against ACT in the arbitration other than a request to have your challenged scores upheld, ACT may assert one or more counterclaims and may ask the arbitrator to make a Misconduct Finding against you (see Paragraph 11(c), above) if supported by the evidence.
- c. Small Claims Court: Notwithstanding the foregoing arbitration agreement, either party may take a claim to small claims court instead of arbitration if the party's claim is within the jurisdiction of the small claims court, as permitted in the AAA Rules. If either party institutes an action in small claims court as permitted in the AAA Rules, you and ACT agree to accept the findings of the small claims court as a final resolution of the parties' dispute and not to appeal the small claims court's decision or pursue any other claim (including a claim asserted in arbitration) relating to that dispute. PLEASE NOTE: If you initiate a small claims court action, ACT will have the right to assert a counterclaim against you and may ask the court to make a Misconduct Finding against you (see Paragraph 11(c) above) if supported by the evidence. Also, small claims courts often do not have the authority to award injunctive relief and thus -- unlike an arbitrator -- may not have the authority to order ACT not to cancel a challenged ACT test score in accordance with the parties' contract.

15. Termination of Agreement. If you terminate your Agreement with ACT at any time after testing, ACT may immediately cancel your scores and notify score recipients that the scores have been cancelled.

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 \$100, WHICHEVER IS GREATER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACT BE LIABLE TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU OR ON YOUR BEHALF, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, SPECULATIVE, INCIDENTAL, LOSS OF OPPORTUNITY (REGARDLESS OF WHETHER OR HOW THESE ARE CLASSIFIED AS DAMAGES), EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ATTORNEYS' FEES, EXPENSES, EXPERT WITNESS FEES, OR COSTS, WHETHER ARISING OUT OF 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. All ACT tests, test-related documents and materials, and test preparation materials are copyrighted works owned by ACT and protected by the laws of the United States and other countries. Secure 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.

- a. **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.
 - b. **ACT Ownership of Answer Documents and Use of Score Reports:** ACT owns all answers and answer documents you submit, including all essay responses, as well as all score-related data maintained by ACT. Score reports 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.
- 18. ACT Policies.** All ACT policies referenced in these Terms and Conditions, including but not limited to the ACT Privacy Policy available at www.act.org/privacy and the policies related to Registration (available at www.act.org/the-act/registration), Test Day (available at www.act.org/the-act/testday), and Scores (available at www.act.org/the-act/scores) are part of these Terms and Conditions. ACT policies are subject to change until 48 hours prior to your test date and any subsequent test dates for which you register. Policies are periodically updated, and you have an obligation to read the policies before you take the test. If you do not agree to a change that has been made in the applicable policies that are in effect within 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. Any questions should be directed to ACT Customer Care at www.actstudent.org/contactus in advance of the applicable test date. Notification of your intent to cancel your registration pursuant to this provision should likewise be directed to ACT Customer Care.
- 19. Governing Law.** These Terms and Conditions shall be governed by the laws of the state of Iowa, without giving effect to conflict of law principles and excluding the United Nations Convention for the International Sale of Goods.
- 20. Severability.** If any provision or part of these Terms and Conditions is held by an arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way; and, to the greatest extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent possible, reflects the intention of the parties.
- 21. 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.
- 22. Understanding These Terms and Conditions.** If you have any questions about or difficulty understanding these Terms and Conditions, you should discuss them with your parents or guardians before registering for the ACT test.
- 23. Accessibility of these Terms and Conditions.** If you have difficulty accessing these Terms and Conditions and/or any of the ACT Policies referred to in the Terms and Conditions, please contact ACT Customer Care at www.actstudent.org/contactus in advance of registering for or taking the ACT test. ACT will be happy to provide these Terms and Conditions in an alternative format, or to assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.

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ACT Privacy Policy

Scope of this Policy

At ACT, Inc. we recognize the importance of protecting the privacy of personally identifying information and believe that use and sharing of it is important to our mission of "Helping people achieve education and workplace success."

This policy explains how ACT collects, uses, maintains, shares, and protects your information when you visit ACT websites that provide a link to this privacy policy (collectively, the "Site"), as well as when you provide your personally identifying information to us offline when you participate in ACT's assessments, programs, and services.

Children's Privacy

The Site is intended for use by education and workforce development professionals, other adults, high school students engaged in college and career planning, and their parents. The portion of the Site that collects personally identifying information from high school students (www.actstudent.org) is intended for students above the age of 13 only. The Site is not intended to be used by children under the age of 13. If you are under the age of 13, please do not use this Site.

Information ACT Collects

Personally identifying information is information that can identify you, such as your name and address. It does not include anonymized, aggregate or statistical information. Based on your relationship with us, you may be asked to provide certain personally identifying information as described below. Certain information is requested but not mandatory; ACT will identify which information is required.

- **Assessment registration and services.** When you register for or take an assessment from ACT, we may collect certain information including your name, home address, email address, telephone number, Social Security number (optional), date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular plans, and your background, credit card information, photograph, disability, and biometric data.
 - International: If you are taking an assessment outside the United States, some of the information ACT collects could be classified in your home country as sensitive personal data or sensitive information according to your country's data protection laws. This includes age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, credit card information, as well as information related to your background, including, political organizations and religious organizations.
- **Online orders or questions.** When you are requesting materials or information from ACT, we may collect your name, job title, address, email address, birth date, and other personally identifying information, and your need for ACT materials. If you are purchasing materials, ACT may collect your credit card information.
- **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 collect your name, address, email address, telephone number, tax identification number, date of birth, bank account information, and other personally identifying information.
- **Job applicants.** If you are applying for employment with ACT, we will collect your name, address, email address, work and education history, as well as other personally identifying information necessary to evaluate your application.
- **Other tools.** Other interactive tools or functions on the Site may collect personally identifying information from you.

Non-personally Identifying Information

When you visit the Site, ACT may collect and store general Internet data, including your internet protocol (IP) address, domain name, browser type, date and time of access, which web pages on the Site you visited, the referring Uniform Resource Locator (URL), and how long you spent on each page. This information may be collected to assist us in administering and making improvements to the Site, to enhance security, and for statistical analysis. ACT may employ other

companies and individuals to facilitate these services (e.g., maintenance, analysis, audit, development), who will have limited access to your information and only use it to perform those services on our behalf.

Non-personally identifying information also includes information collected through the Site and offline that is maintained by ACT in aggregate or de-identified form(s). This information is collected and may be used for research purposes, to inform public policy and advocacy, and for reporting purposes such as to education institutions, state agencies, and businesses.

How ACT Uses Your Personally Identifying Information

Personally identifying information collected through the Site or offline may be used to:

- Administer ACT assessments, provide services to you, and communicate with you regarding assessments, programs, and services;
- Process requests for ACT assessments, programs, services, or information, and to communicate with you regarding such requests
- Maintain your account, verify your identity, process payments, and collect debts you owe us;
- Administer, review and/or improve the Site, ACT assessments, programs or services;
- Conduct research and analysis consistent with ACT's mission;
- Invite you to participate in surveys consistent with ACT's mission, including surveys regarding ACT programs and services; and
- Provide you with marketing information about ACT assessments, programs, services, or special offers from ACT.

Information Sharing and Disclosure

Consistent with ACT's mission, it is important to share information with those who have a legitimate reason to use it, or who can provide educational or career opportunities to you. ACT will not sell or disclose personally identifying information we collect through this Site or offline except as consistent with your choices, as described in program or service specific terms and conditions, or as set forth below.

Generally

ACT may disclose personally identifying information:

- To ACT subsidiaries and affiliates;
- To others providing services to ACT or as necessary to deliver ACT's assessments, programs and services. This includes information needed to verify an individual's identity or for security purposes.
- As required by law, for subpoena or other legal processes;
- As necessary to investigate, take action on, or prevent suspected or actual illegal activities, fraud, or potential threats to safety or personal physical safety; and
- To another company that acquires ACT or its assets, which will have responsibility for your personally identifying information, as described in this privacy policy.

ACT Assessments, Programs, and Services

When you participate in ACT's assessments, programs, or services, ACT may disclose personally identifying information to:

- Others that pay for you to take an assessment, program, or service, or receive a certificate of achievement or credential relating to an assessment;
- Schools, schools districts, state entities and/or their agents or representatives for educational and reporting purposes;
- Parents or legal guardians of minors under the age of 18;
- Certain state and federal scholarship programs and agencies;
- In limited situations, researchers conducting research consistent with ACT's mission. Researchers who receive any personally identifying information are required to protect the confidentiality and security of this information.

International—Onward Transfer of Personally Identifying Information

If you are participating in ACT's assessments, programs, and services outside the United States, or requesting information about ACT assessments, programs, or services, note that your personally identifying information may be transferred outside of your home country to the United States 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. When you voluntarily register for or take an assessment, or access ACT programs and services, you provide personally identifying information to us. If you do not provide mandatory personally identifying information, such as name, gender, address and date of birth, you may not be able to complete certain online transactions, or access or benefit from certain ACT assessments, programs, or services.

Marketing by Others

ACT honors your preferences with regard to sharing your personally identifying information with other organizations for their marketing purposes. You will be given the choice prior to having your personally identifying information shared with these other organizations for their marketing purposes.

Cookies and Web Beacons

When you access the Site, certain non-personally identifying information is automatically logged. This information may include your operating system, screen settings, Web browser software, and referring website, if any. It is used for system improvement and administration, security, statistical analysis purposes, and other internal business purposes.

The Site may use service providers for analytics purposes. These providers collect information about you anonymously and report website trends without identifying individual visitors. These service providers use their own cookies to track visitor interactions. Website owners can view a variety of reports containing aggregate information about how visitors interact with their website so they can improve their website. ACT does not control the cookies and their use may be governed by the privacy policies of the service providers employing these cookies.

Cookies are small text files that a website can send to a user's browser for storage on the hard drive. Cookies can make use of the Web easier by saving and administering status, preferences, and other user information. Cookies used by the Site do not contain your personally identifying information.

The Site also may use 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 cookies and Web beacons to route users through the Site, customize users' experiences on the Site, to help us send you information about programs and services, and to improve the Site.

Most browsers are set to accept cookies but users can change the setting to block cookies. Although disabling cookies will not interfere with your ability to access the Site, users will need to accept cookies to use certain services on the Site, including test registration. Users can disable the ability of Web beacons to capture information by blocking cookies.

Links and Websites

The Site may contain links to non-ACT affiliated websites. ACT does not control the privacy policies or practices of these websites. You should review the privacy policy of the non-ACT affiliated website before providing any information through these websites. ACT is not responsible for the content or practices of any linked non-ACT affiliated websites, and provides these links solely for the convenience and information of visitors to the Site.

Choice, Opt-Out, and How ACT Responds to Do Not Track Signals

ACT strives to provide you with choices about our use of your personally identifying information. As a user of the Site, as well as for offline purposes, you decide whether to proceed with activities that request personally identifying information. However, if you do not provide the requested information you may not be able to complete

certain online transactions, have access to, or benefit from certain ACT assessments, programs, or services.

ACT occasionally uses your personally identifying information to contact you regarding ACT assessments, programs, and services. You will be provided instructions on how to opt out of receiving further marketing communications by email. If you opt-out of receiving these marketing communications, note that you will still receive program-related messages and similar transactional communications by email about your registration for an ACT assessment or other services and programs in which you participate.

With respect to the Site and Do Not Track Signals, ACT conducts conversion tracking with other websites such as Twitter and Facebook to collect data for purposes of tracking your use of ACT advertisements on those websites. We also target ACT's advertisements on social media websites, such as Facebook and Twitter. This means that after visiting our Site, if you later log into Facebook or Twitter, an ACT advertisement may appear. To learn more about your choices regarding online tracking, please visit these sites:

- <http://www.aboutads.info/choices/>
- <http://ie.microsoft.com/testdrive/Browser/DoNotTrack/Default.html>

Access and Correction of Personally Identifying Information and Closing Your Account

If you need to update your contact information (address, email address and/or telephone number), please contact ACT Customer Service at 1-800-498-6065 or customerservices@act.org.

For other requests to access, update, correct, or delete your personally identifying information, or request that ACT close your web account, contact ACT's Data Protection Official listed below.

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

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

Retention of Information

ACT will retain your information for as long as is necessary to fulfill any of the uses identified in this privacy policy or to comply with applicable legal, regulatory, or court orders.

Security and Confidentiality

Protecting the personally identifying information through the use of reasonable administrative, physical and technical safeguards is important to ACT. We use secure sockets layer (SSL) transmission, a protocol for establishing a secure connection for transmitting your personally identifying information. ACT has security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure. In the course of business, ACT may collect or ask that you disclose your Social Security number. To the extent practicable, ACT protects the confidentiality of all information we collect, including Social Security numbers. Accordingly, ACT prohibits the unlawful disclosure of personally identifying information, including Social Security numbers, and limits access to Social Security numbers. When ACT disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information.

Changes to this Policy

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

HOW TO CONTACT ACT

ACT Customer Care 319.337.1270

(Monday–Friday, 8:00 a.m.–8:00 p.m. central time, and 6:00–10:30 a.m. test weekends)

- Lost or delayed admission ticket
- Test center change (for same test date)
- Test option change
- Test date change (if absent on original date)
- Questions concerning score reports
(Please allow up to 2 to 8 weeks after the test date to receive score reports)

ACT Accommodations 319.337.1332

- **Special Testing**
Students with diagnosed disabilities who cannot test at a national test center
- **National Extended Time**
Students who can test at a national test center and require: a 50% time extension; wheel-chair-accessible room; large-type test booklet; assistance marking responses in the test booklet; seating near the front to lip-read spoken instructions; sign language interpreter to sign spoken instructions; use of an approved word-to word dictionary

ACT NATIONAL TEST DATES AND DEADLINES 2019–2020

Note: This information is specific to ACT.
Dates and deadlines for your talent search program may differ.

TEST DATE	REGISTRATION DEADLINES	
	Regular Deadline	Late Fee Required
September 14, 2019	August 16	August 17-30
October 26, 2019	September 20	September 21-October 4
December 14, 2019	November 8	November 9-22
February 8, 2020	January 10	January 11-17
April 4, 2020	February 28	February 29-March 13
June 13, 2020	May 8	May 9-22
July 18, 2020*	June 19	June 20-26

*No test centers are scheduled in California or New York for the July test date.

