



Spring 2024

# Taking the ACT<sup>®</sup> Test

## State Testing and District Testing

Test coordinator: Provide this guide to each examinee before test day. It contains test prep resources, information about prohibited items/behaviors, score reports, and instructions to complete non-test information.

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Please use this *Taking the ACT* guide as you prepare to take the ACT® test. It is yours to keep.

## Why Take the ACT

The ACT® test is a curriculum-based examination that matches well with the education standards in your state. Taking the ACT will give you a measure of your academic strengths and/or weaknesses. You can use your results to identify areas where you may need to improve, whether you intend to go to college or enter the workplace after high school. You can also use your results as you begin exploring careers and planning life goals.

## What you Need to Know

The ACT includes multiple-choice tests in English, mathematics, reading, and science. The tests measure your educational development in those areas. They are based on what you have learned—they are not aptitude or IQ tests.

If your school is administering the ACT with writing, you will write an essay in English. The ACT writing test measures the writing skills you learned in high school English courses. Many colleges and universities use ACT writing test results as a guide for placing incoming students into first-year composition courses.

## Checklist for Taking the ACT Before Test Day

- ✓ Access free information and practice resources at [www.act.org/info-for-examinees](http://www.act.org/info-for-examinees).
- ✓ Read the acceptable forms of ID on page 3. You need an acceptable photo ID or an *ACT Student Identification Form*, unless test staff can personally recognize you. Ask a school official to help you complete an **ACT Student Identification Form** found at [www.act.org/the-act/id](http://www.act.org/the-act/id) if needed.
- ✓ Review the information about permitted and prohibited calculators (see page 3).
- ✓ **Create your MyACT account and complete the non-test information** (see instructions beginning on page 4).
- ✓ If you receive test accommodations and/or English learner supports in school, confirm with your test coordinator which ones were approved and planned for the ACT. ACT requires that you test your assistive technology at least 72 hours in advance of the test in the ACT-designated platform. If you experience difficulty fully accessing the ACT practice test in the ACT-designated platform, please contact your test coordinator.

### On Test Day

- ✓ Report for testing at the time designated by your school. You will not be admitted to test if you are late.
- ✓ **Bring the following items with you:**
  - Acceptable photo ID or *ACT Student Identification Form*
  - Sharpened, No. 2 pencils and good erasers (no mechanical pencils or ink pens if testing on paper)
  - A **permitted** calculator
  - A non-smart watch (optional) to pace yourself (Your test coordinator or the online system will announce when 5 minutes remain on each test.)
  - Food and beverages (optional) to eat outside the test room during break

- ✓ **Do not bring any of the following items with you—you can't use them (unless approved as a qualified accommodation)!**

- Any electronic device other than a permitted calculator (this includes a cell phone, smart watch, fitness band, media player, iPad, headphones, and camera—any device with recording, Wi-Fi internet, communication, or calculator capabilities)
- Textbooks, dictionaries, scratch paper, notes, or other aids
- Highlighter pens, colored pens or pencils, or correction fluid/tape
- Reading material

Note: Only school/district owned and managed testing devices may be used for testing online.

### At the Test Site

- ✓ Understand what to expect:
  - All Terms and Conditions: Testing Rules and Policies for the ACT Test apply to testing and break times.
  - Testing begins after all examinees are checked in.
  - Testing takes about 3.5 hours for the ACT (no writing) or 4.25 hours with writing.
  - A short break is scheduled after the first two tests. The ACT with writing allows time after Test 4 to relax and sharpen your pencils. Your school may offer an extended break before the writing test.
  - All items brought into the test room may be searched. Items suspected of being used to engage in misconduct may be confiscated and retained.
  - The prohibited use of any electronic devices is in effect from entrance to the test room until dismissal at the end of the test, including break times (see page 3).

## Policy Information

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### Acceptable Forms of ID

- The ID must be an original, current (valid) ID issued by a city/state/federal government agency or your school.
- A school ID must be in hard plastic card format. Paper or electronic formats are NOT acceptable.
- The photo must be clearly recognizable as you.

### Electronic Devices

- You may not handle or access a cell phone or electronic device at any time in the test room or during break times.
- All devices must be off and out of sight.
- If you access your device or if your device activates while in a test room or during break times, you will be dismissed, your test will not be scored, and your device may be taken.
- Your watch or other timing device must be removed and placed on your desk while in the test room, so that it remains visible during testing. If an alarm sounds, you'll be dismissed and your test will not be scored. During the break, devices must remain in the test room, removed from the desk, and put away.

### Privacy

It is important that you and your parent(s) or guardian(s) carefully review this guide, including the Terms and Conditions, and the ACT Privacy Policy on pages 16–19 of this guide and at [www.act.org/privacy](http://www.act.org/privacy) to understand how we collect, use, and disclose personally identifying information.

## MyACT Information

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You need a MyACT account to complete non-test information.

### Benefits of MyACT

- Free score reporting to four score recipients (colleges or scholarship agencies) you choose, with additional score reports available for a fee after scores are released
- Career counseling, college planning, and interest-major fit information
- Scores available in MyACT if a MyACT account is created and the Student Code is claimed. The Student Code needs to be claimed by two days after taking the test. You will receive an email notification when scores post in MyACT
- Non-test information saved in your record, which can be updated for future tests

### Calculators

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

- A permitted calculator may be used on the ACT mathematics test only.
- It is your responsibility to know whether your calculator is permitted.
- For the most current information on the ACT calculator policy, visit [www.act.org/calculator-policy.html](http://www.act.org/calculator-policy.html) or call 800.498.6481 for a recorded message.
- If your calculator has characters one-inch high or larger, or a raised display, test staff may seat you in a spot where no other examinee can see your calculator.
- Examinees testing online will have a calculator available within the testing system.
- Examinees may use only one calculator at a time. If testing online, use the system calculator or your hand-held calculator.

### Security Hotline

If you suspect an irregularity in testing (advance access to tests, testing in place of someone, or copying answers), please report your concerns at [www.act.ethicspoint.com](http://www.act.ethicspoint.com). You can report your concerns anonymously.

### MyACT Help

For help creating an account or completing non-test questions, refer to the information for examinees page at [www.act.org/info-for-examinees](http://www.act.org/info-for-examinees).

# Creating Your MyACT Account and Completing Non-Test Information

## Account Setup

Go to [www.myact.org](http://www.myact.org) to log in or create an account.

When creating your account:

- Have your *MyACT Non-Test Instructions for Student* document available and follow those instructions to create your account.
- The name entered when creating your MyACT account will be on your score report.
- The last name and date of birth you enter must match the last name and date of birth on the *MyACT Non-Test Instructions for Student* document provided by your school.
  - The MyACT matching process only looks at the first 16 characters of your last name, excluding spaces and special characters, along with your date of birth. If your last name is greater than 16 characters, create your account with your full last name and MyACT will use the first 16 characters to match.
- Your unique student code is located in the *MyACT Non-Test Instructions for Student* document.
- The email you enter will be used per the ACT Privacy Policy and is included on score reports to colleges.
- You can edit your student profile information up to 2 days after your test day. After that, changes may not be included on your score report or sent to your score recipient choices.

## MyACT Non-Test Information

Non-test information collected from questions in MyACT includes:

- Demographic information
- High school resume
- College plans
- Score recipients

Items to note for non-test information questions:

- The MyACT questions are available to preview at [myactprofile.com](http://myactprofile.com).  
**Important!** Some questions may not be presented at the request of your State testing program.
- **All of the student profile questions are optional unless noted.** If you choose to answer them, be sure the information you provide is as accurate as possible because it will be used in various ways. For example, a college may use some of your ACT

information as your application for admission, and scholarship programs may use your answers to certain questions to consider you for an award. Information that you choose to provide might become part of your basic record at a college. Although you may skip any optional question that you do not wish to answer, we can provide colleges and scholarship programs with a more complete profile when you answer more questions and provide updates to ACT.

- The questions include a request about your racial/ethnic background. ACT collects and reports this information in accordance with reporting guidelines issued by the US Department of Education. This information is given to score recipients if you request a score report to be sent.
- You need your high school courses and grades handy to complete the high school resume information. If you opt into ACT's Educational Opportunity Service (EOS), the High School Resume information helps colleges discover you. To complete this section, you will need to know the courses you have taken and the grades you received in these courses. All questions are optional.
- Your high school and the state education agency receive your scores whether you complete the College Planning/Reporting Scores section or not.
- You can choose four college or scholarship agencies to send your scores to for free. To send a report to a college that is not listed on the web, contact the organization to see if they have a code. If not, they will need to contact ACT to obtain one before your score report can be sent to them.

## MyACT College and Career Services

Your account offers you the following free college and career services:

- ACT's Educational Opportunity Service (EOS) connects you with colleges, scholarships, and other educational and career opportunities. See [www.myactprofile.com](http://www.myactprofile.com) for more information about EOS.
- Select Plans in the top menu of MyACT to access free college and career planning. Explore future plans with inventories of interests, abilities, and values, as well as suggestions about occupations and college major.

# Receiving and Sending Your Scores

## Scores in MyACT

You can view your scores using your MyACT account.

Go to [www.myact.org](http://www.myact.org) and follow the on-screen directions to log in to your secure MyACT account. For help accessing your scores you can also refer to the *MyACT Quick Start Guide* located at [www.act.org/info-for-examinees](http://www.act.org/info-for-examinees).

- If your scores are not included in your MyACT account, contact ACT at [www.act.org/content/act/en/contact-act.html](http://www.act.org/content/act/en/contact-act.html) for assistance.

You can also use your MyACT account to access other services, such as requesting and paying for Additional Score Reports (ASRs) or registering to retake the test on a future National test date.

## Official ACT Score Reports

Your State or District test scores will be reported as follows:

- **Examinee**—Your scores will be viewable in your MyACT account. If you did not create a MyACT account prior to scores being available, you will need your ACT ID number to access your scores in MyACT. Your Director of Counseling should have access to your ACT ID. Your Director of Counseling should also have access to your score report to give you a copy.
- **High School**—A student and a high school report will be provided to the Director of Counseling at your high school.
- **College**—Each college you selected in MyACT will receive your scores.
- **State or District Education Agency**—Your state or district education agency will receive your scores, even if you choose not to report them to any colleges.

## Non-College Reportable Accommodations

Some examinees test under non-college reportable conditions. The scores they receive are for State testing or District testing purposes only and cannot be reported to colleges, scholarship agencies, or any other entities.

If you tested in a non-college reportable setting, the school test coordinator will have access to your unofficial scores for the sections that were completed. The test coordinator may provide this letter to you. These scores cannot be used for college admissions or other programs that require official ACT score reports.

## No Reporting of Accommodations or Supports

ACT does not include any information about accommodations or English learner supports on the score report.

## State or District Testing Record

Because your testing record is used to document participation in State testing or District testing, you may **not** direct us to remove your testing record from our files.

## Additional Score Reports (ASRs)

When you complete your non-test information in MyACT, you may designate four colleges or scholarship agencies to receive your score at no cost to you.

To request and pay for Additional Score Reports for **any** recipient (e.g., high school, college):

- Create or sign in to your MyACT account at [www.myact.org](http://www.myact.org) and follow the on-screen instructions to request an ASR.

You won't be able to place an ASR order until **after** you receive your scores. Please note, once you place an ASR order it cannot be changed or canceled.



# The ACT® Test Terms and Conditions Testing Rules and Policies for the ACT Test 2023–2024

The ACT® Test Terms and Conditions: Testing Rules and Policies for the ACT Test (“Terms and Conditions”) are a legal agreement between the person who will take the ACT test (“you”) and ACT, Inc. (“ACT”). They set out important rules and policies relating to your taking the ACT test, including those relating to test security. By registering for, launching, starting, or submitting answer documents for an ACT test (“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.

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](http://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](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.

**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 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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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](http://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 Data Protection Officer at [dpo@act.org](mailto: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, unless you opt out of such sharing. To opt out, you must send an email to [act-services@act.org](mailto:act-services@act.org) no later than the late registration deadline for the test date for which you do not want your scores and information reported.

*NOTE: Opting out of scholarship score reporting will not affect other uses of your scores, such as reporting to the colleges you select when you register for the test, reporting to your high school, or sending your information to Educational Opportunity*

- Service (EOS) recipients if you opt in to that service. This section does not apply to the ACT On-Campus testing program, which is a limited testing program authorized for use by institutions of higher education.*
3. **Photo Submission Requirement for Registration.** During test registration, ACT may require you to submit a photo that meets the ACT Photo Submission Requirements found at [www.act.org/the-act/photo-requirements.html](http://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 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](http://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 do not have to submit a photo for registration but must bring acceptable identification to be admitted to the test, as set forth in Section 4 below.

4. **Rules for Entry to the Test.** You must meet all rules for entry to the test described in this section.
- Verifying your Identity:** You must review ACT requirements for acceptable identification, found at [www.act.org/the-act/id](http://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](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.
  - 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 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.
6. **Prohibited Behaviors.** You may not engage in any of the following behaviors in connection with taking the ACT test:
- Filling in or altering responses to any multiple-choice questions or continuing to write or alter the essay after time has been called. This means that you cannot make any changes to a test section outside of the designated time for that section, even to fix a stray mark or accidental keystroke.
  - Looking back at a test section on which time has already been called.
  - Looking ahead to other test sections.
  - Looking at another person's test or answers.
  - Giving or receiving assistance by any means.
  - Discussing or sharing test questions, answers, or test form identification numbers at any time, including during test administration, during breaks, or after the test.
  - Attempting to photograph, copy, or memorize test-related information or remove test materials, including questions or answers, from the test room in any way or at any time.
  - Disclosing test questions or answers, in whole or in part, in any way or at any time, including through social media.
  - Using a prohibited calculator (described in the ACT Calculator Policy found at [www.act.org/calculator-policy.html](http://www.act.org/calculator-policy.html)).
  - Using a calculator on any test section other than mathematics.
  - Sharing a calculator with another person.
  - Wearing a watch during test administration. All watches, timers, or other timing devices must be removed and placed on the desk while in the test room so that it remains visible to staff during the test.
  - Using a watch or other timing device 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 (unless approved



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.

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 protecting test security, improving services, or as otherwise allowed under the ACT Privacy Policy and/or applicable law.

8. **Prohibited Behavior Observed or Suspected by Test Staff.**

Test staff may monitor you and others during the testing process. If they observe or suspect you of engaging in prohibited behavior, they have the right to discontinue your exam and direct you to leave the test center, if applicable. Any such decision by 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 by ACT is final.

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

9. **Individual Score Reviews.** In some cases, test staff may not suspect, observe, or report prohibited behavior in the testing process, but

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

a. **Objective of an Individual Score Review:**

The objective of an Individual Score Review is to determine whether your scores should be considered valid ACT scores—not to determine whether you engaged in misconduct. ACT reserves the right to cancel your scores if it has reason to believe the scores are invalid, based on substantial evidence. Proof of misconduct is not required to cancel scores.

- b. **Integrity of Test Scores:** ACT conducts Individual Score Reviews to protect the fairness of the testing process and the integrity of ACT scores. This benefits examinees as well as colleges, universities, and other score recipients.

c. **Notification of an Individual Score Review:**

In most cases, ACT will initiate the Individual Score Review process by sending you a certified letter. If your mailing address is outside of the United States, however, ACT will send a letter to the email address you provided to ACT. Email is used to avoid delays caused by international mailing, and if your mailing address is outside the United States, you agree to receive unencrypted emails from ACT regarding Individual Score Reviews.

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

- d. **Timing of an Individual Score Review:** Your scores may become the subject of an Individual Score Review at any time they are on file with ACT as valid and reportable ACT scores. While Individual Score Reviews are typically initiated within a year after the applicable test date, information may come to ACT's attention at any time that causes a review of your scores. For example, investigations into recently reported scores

or activities may cause ACT to reevaluate older scores; ACT may receive inquiries at any time from high schools, colleges, and other official score recipients questioning scores they believe to be inconsistent with their observations of academic performance; or ACT may receive information through its Test Security Hotline or from external investigations causing ACT to reexamine past scores. ACT reserves the right to conduct an Individual Score Review at any time.

10. **Individual Score Review Process.** If your ACT scores become the subject of an Individual Score Review, ACT will send you a letter that gives you three options: (1) submit documentation to ACT in support 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 will be provided in ACT's correspondence to you. ACT's letter will include a Score Review Option Sheet that outlines these options. You must sign and return the Score Review Option Sheet to ACT with only one option selected by the deadline stated in the letter.
    - a. **Submit 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 to the dispute resolution provisions discussed in Section 14 below. Additional details regarding these options will be provided in ACT's correspondence to you.
    - b. **Private Retest or Voluntary 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 cancellation. If your scores have been canceled, ACT will not reinstate them absent exceptional circumstances and only in ACT's sole discretion.
  - d. **Score Reporting While Scores Are Under Review:** ACT reserves the right to hold scores and not issue score reports pending the outcome of the Individual Score Review process.
  - e. **Notification to Official Score Recipients of Pending Individual Score Review:** Although it is ACT's general policy not to notify official score recipients of a pending Individual Score Review, ACT reserves the right to notify official score recipients that an Individual Score Review is pending at any time. You hereby agree and authorize ACT to make such a disclosure.
  - f. **Score Cancellation Notices:** If your scores are canceled for any reason relating to an Individual Score Review, ACT sends a letter to all official score recipients (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 in exceptional circumstances including, but not limited to, instances in which there is a misconduct finding as defined in Section 12(c) below.
11. **Compromises in the Registration, Testing, Scoring, or Score Reporting Process and Group Irregularities.** ACT takes steps that are intended to provide you a standardized testing process. However, circumstances may prevent this from occurring in some cases. Those circumstances include, but are not limited to:
    - Deviations from standard testing procedures such as events that cause testing to be canceled or interrupted, or a mistiming on any part of the test;
    - Concerns regarding whether testing can be safely conducted considering health or other conditions affecting a testing location;
    - Errors, delays, or other non-standard circumstances in (a) processing test registrations; (b) delivering tests; (c) administering tests; (d) uploading test

responses; (e) preparing, handling, shipping, receiving, processing, or scoring tests; or (f) reporting scores;

- Disruptions at the test location;
- Evidence of group irregularities or compromises (which includes, but is not limited to, evidence of advance access to or disclosure of test content, unusual similarities for a group of examinees, or evidence that a room or center was impacted by prohibited behavior); or
- Any other events that disrupt or compromise any part of the testing process (i.e., registration, test distribution, testing, scoring, and score reporting).

In the event such a circumstance occurs, ACT will examine the situation and determine whether it needs to take any action including, but not limited to, not proceeding with a scheduled test administration, not scoring tests, or 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 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 9 and 10 above. In other cases, test security investigations may produce evidence that calls into question a group of examinee scores (e.g., all scores achieved from a specific room, school, or district on a specific test date) and results in ACT taking action under Section 11, above.

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

- 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.

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

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

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

- a. **Arbitration of Disputes:** You and ACT agree that any and all disputes, claims, or controversies (“Disputes”) (other than Disputes that solely involve infringement of intellectual property rights) that may arise between you and ACT—including, but not limited to, Disputes that relate in any way to these Terms and Conditions, registering for the 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 14(f). Copies of the AAA Consumer Rules can be located on AAA’s website and are currently found at [www.adr.org/sites/default/files/Consumer\\_Rules\\_Web\\_0.pdf](http://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf). When an arbitration demand is properly and permissibly filed pursuant to this Section 14, you and ACT must promptly comply with the filing requirements, which for AAA arbitrations includes your obligation to pay AAA a non-refundable 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 required by applicable law.
- c. **Arbitrator Jurisdiction:** Any issues regarding the enforceability of this arbitration agreement or whether a Dispute is subject to this arbitration agreement will be decided solely by the arbitrator, except in the case of Disputes that solely involve infringement of intellectual property rights or as set forth in Section 14(e) 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 14, neither you nor ACT may file an arbitration demand or arbitrate a Dispute if your arbitration demand or ACT's arbitration demand would be one of more than 50 substantially similar arbitration demands filed within a consecutive 12-month period by or with the assistance or coordination of the same law firm(s) or organization(s). 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."

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

- f. Substitute Arbitration Forum: If, for any reason, AAA is not available as an arbitration forum, you and ACT agree to reasonably confer regarding a substitute arbitration forum or arbitrator. In the event you and ACT are not able to reach agreement on a substitute arbitration forum or arbitrator within 14 days of the

first communication on the topic between the parties, 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 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 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 14(d) so as to allow for class, collective, combined, consolidated, or aggregated arbitration, or to allow for an

award to any person or entity not a party to the arbitration, or (ii) Section 14(e) so as to allow for more than 50 substantially similar arbitration demands to be filed within a consecutive twelve-month period by or with the assistance or coordination of the same law firm(s) or organization(s), the arbitration agreement between you and ACT will be unenforceable in its entirety except with respect to any claim(s) and/or remedies sought on an individual basis. The remainder of the Dispute will be resolved in court in accordance with Section 21, and you and ACT agree that any court proceedings will be stayed pending conclusion of any arbitration proceedings.

15. **Termination of Agreement (in Whole or in Part).**

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

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
- 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. Outside of the protection granted by United States copyright law, ACT considers the ACT tests to be trade secrets. The test questions and answers, test-related secure documents, and other materials constitute highly confidential, proprietary testing information that ACT takes every precaution to protect from disclosure beyond what is absolutely necessary for the purpose of administering a test.

- b. **Confidentiality:** You agree to maintain the confidentiality of the ACT materials. Secure ACT tests and test questions (i.e., tests and test questions that are not made available by ACT to the general public) may not be copied, shared, discussed, or disclosed at any time or in any manner whatsoever. Test-related materials that ACT has made available to the general public, such as materials designated by ACT as practice or sample tests, may not be copied, duplicated, or used in any other works, in whole or in part, without the prior written approval of ACT.

- c. **Consequences for Violation of ACT Rights:** ACT may pursue all available civil and criminal remedies if its intellectual property rights are violated, including seeking damages and injunctive relief in a court of law and referring such violations to law enforcement authorities for criminal prosecution.

- d. **ACT Ownership of Answer Documents and Use of Score Reports:** ACT owns all answers and answer documents you submit, including all essay responses, 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](http://www.act.org/the-act/terms/rules), and are specifically incorporated into these Terms and Conditions. ACT examinee policies and rules are periodically updated, and subject to change until 48 hours prior to your test date. Except to the extent you are testing

under a State, District, Arranged, or On-Campus testing program, ACT will send you a notification approximately 48 hours before the test date reminding you to review the policies and rules on the website, and you have an obligation to read the policies and rules before you take the test. If you do not agree to comply with the policies and rules that are in effect 48 hours prior to your test date, you must notify ACT prior to the test of your intent to cancel your registration pursuant to this provision. ACT may provide a refund in the event of such cancellation in its sole discretion. 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, 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. Notification of your intent to cancel your registration pursuant to this provision should likewise be directed to ACT Customer Support.

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.
20. **Governing Law.** If you take the ACT test outside the United States, these Terms and Conditions and any and all Disputes between you and ACT arising out of or relating in any way to these Terms and Conditions, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Iowa, without giving effect to conflict of law principles or other rules that would result in the application of the laws of a different jurisdiction and subject to the applicability of the FAA as stated in Section 14(h) above, as well as applicable United States federal law.
21. **Venue.** Pursuant to Section 14, you and ACT have agreed to participate in binding arbitration (or small claims court proceedings if allowed under the AAA Consumer Rules) to resolve certain Disputes. You and ACT agree that any permissible court action (except for any permissible small claims court action), shall be brought exclusively in the 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).

22. **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 14(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.
23. **Force Majeure.** ACT shall not be liable for any delay or failure to perform when such delay or failure is due to causes or circumstances beyond ACT's control including, without limitation, your actions or failure to comply with the requirements of ACT; national emergencies, fire, flood, inclement weather, epidemics, pandemics, or catastrophes; acts of God, governmental authorities, or parties not under the control of ACT; or insurrection, war, riots, or failure of transportation, communication, or power supply. ACT will exercise commercially reasonable efforts to mitigate the extent of any excusable delay or failure to perform and any adverse consequences.
24. **No Third-Party Beneficiary.** These Terms and Conditions do not create a third-party beneficiary relationship between ACT and any individual or entity other than you.
25. **Questions Regarding These Terms and Conditions.** You must agree to these Terms and Conditions, including the provisions regarding score cancellation and binding arbitration, as a condition to registering for the ACT. If you have questions about these Terms and Conditions, you should discuss them with your parent or guardian before registering for the test.

## ACT Privacy Policy

### Scope of this Notice

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

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

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

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

### Main Notice

#### Information ACT Collects

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 notice, 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 an assessment

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, 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 assessment, 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.
- **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 about visitor interactions with ACT's website, in order to help ACT improve the website. To learn more about your choices regarding online tracking, please visit these sites: <http://www.aboutads.info/choices/>; <https://www.usa.gov/optout-instructions>.

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

### Non-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.

### 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.

### 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:

- **EOS.** ACT's Educational Opportunity Service ("EOS") is an optional program that provides you with information from colleges, universities, financial aid and scholarship agencies, government agencies, and organizations that offer educational, community involvement, extracurricular, and career opportunities, products and services (Participating Organizations). When you opt-in to EOS, ACT may share your personal information with its subsidiary 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 EOS program is also subject to Encoura's privacy policy, available here: <https://encourageme.com/privacy-policy/>. All EOS Participating Organizations have agreed to use your information only for the purpose of sharing information about their programs. If you previously opted-in to the EOS program but now wish to opt-out, you may do so by visiting: <https://www.act.org/content/act/en/products-and-services/the-act/opting->

out-of-eos.html (California law (Civil Code Section §1798.83) permits residents of California that use the Site to opt-out of sharing 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, as described in this Privacy Notice.
- **Third Party Service Providers.** To third parties providing services to ACT or as necessary to deliver ACT Products. This includes information needed to verify an individual's identity or for security purposes.
- **Legal Compliance.** As required by law, for subpoena or other legal processes, and as necessary to investigate, act on, or prevent suspected or actual illegal activities, fraud, or potential threats to personal safety.

### International – Onward Transfer of 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](https://www.act.org/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](mailto:customerservices@act.org).

If you are a Colorado resident or a European Economic Area ("EEA") resident, you have additional rights regarding your personal information that you may be able to exercise. These rights include the right to request deletion of some or all of your personal information, the right to request access to and receive your personal information in a portable manner, the right to correct your personal information, the right to withdraw your consent to our use of all or some of your personal information, the right to request restrictions on how we use or share your personal information, or the right to lodge a complaint with your local supervisory authority. For requests of this type, please contact ACT's Vice President for Data Privacy either via email, at [DPO@act.org](mailto:DPO@act.org), or via postal mail at the below address:

Attn: Vice President, Data Privacy

Email: [DPO@act.org](mailto: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, 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.

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

### Sensitive Data Consent

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

Your race/ethnicity is not required for ACT to provide the ACT Products to you. If you do not consent to the processing of this information, ACT will not collect it.

All personal information from children under 13 is sensitive data and some of this information is required

for ACT to provide the ACT Products to you (or your child). In connection with collecting this information, ACT will indicate information that is mandatory and the 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.

Consent may be withdrawn by contacting ACT Customer Service at 1-800-498-6065 or [customerservices@act.org](mailto:customerservices@act.org).

Only you, or someone legally authorized to act on your behalf, may withdraw consent related to processing of your sensitive personal information.

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 in the Access, Correction, and Deletion section or provide us with written confirmation that you have authorized the agent to act on your behalf.

We cannot respond to your withdrawal of consent if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you.

We will only use personal information provided in the withdrawal to verify the requestor's identity or authority to make it.

### **Retention of Information**

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

ACT may be required to retain personal information, for example for contractual or other legal reasons as described in this Privacy Notice. Please be aware that assessment scores are maintained by ACT indefinitely and closing your account does not delete your assessment scores.

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

### **Digital Millennium Copyright Act (DMCA)**

ACT respects the rights of copyright holders and complies with the Digital Millennium Copyright Act (DMCA) and other applicable copyright laws. We also expect users to respect the rights of copyright holders when using ACT Products and the Site. Uses that infringe the intellectual property rights of others violate ACT's terms of use.

Making or distributing unauthorized copies of a copyrighted work may infringe on the copyright holder's rights. If a copyright holder notifies us about unauthorized reproduction and/or distribution of copyrighted works, we reserve the right to disable access to the identified works promptly. We also reserve the right to disable the accounts of repeat infringers in appropriate circumstances. For more information, please visit the [ACT DMCA Page](#).

### **Changes to this Notice**

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

### **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's 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.

### **Automated Decision Making**

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

*Last Updated: June 25, 2023*

**ACT<sup>®</sup>**