



## ACCUPLACER Privacy Policy & General Agreement

You registered for this ACCUPLACER® test, which College Board delivers to you on behalf of your educational institution (“school”). You agree you are the person who registered for the test and whose name is on the photo ID used to take the test. The ACCUPLACER test, platform, and system (“ACCUPLACER System”) are operated by, and are the property of, College Board (also “us” or “we”). By using the ACCUPLACER System and taking the ACCUPLACER test, you consent to the terms of this Privacy Policy and General Agreement (“Agreement”), including the collection, use, and disclosure of Student Data (defined below), and proctoring (described below), and you further consent to the collection, use, and disclosure by College Board of your personally identifiable information described in the Privacy Statement located at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center).

The data you provide through the ACCUPLACER System, including test scores, test-related data, and personally identifiable information (such as your name, address, phone number, email address, student ID, date of birth, gender, and ethnicity) and data provided by your educational institution to College Board for purposes of College Board delivering the ACCUPLACER test to you (collectively “Student Data”), is subject to this Agreement.

### Collection, Use, and Disclosure of Student Data

We collect Student Data when you use the ACCUPLACER System.

We may also collect Student Data from your educational institution.

The ACCUPLACER System monitors traffic by automatically recording every visitor’s host, domain name, pages visited, length of user sessions, browser type and/or Intellectual Property (IP) address. This information does not contain personally identifiable information.

We use Student Data to enable you to take ACCUPLACER tests, score your ACCUPLACER tests, send you and provide you access to score reports, and otherwise perform services on behalf of your school. We may use Student Data to identify and investigate potential test security incidents, protect and enhance test security, improve ACCUPLACER tests and the ACCUPLACER System, exercise quality control, and provide customer service to you and your school.

We disclose Student Data and as directed by your school, including the school(s) to which you attend, at which you take the ACCUPLACER test, and their applicable district, state department of education and/or higher education governing organizations. You may also choose to share your score reports with educational institutions other than your school.

We may disclose Student Data to the third parties we use to operate the ACCUPLACER System, including, without limitation, Pearson. These third parties are subject to College Board confidentiality terms and privacy policies and cannot sell or repurpose Student Data.

We may disclose aggregated and/or deidentified Student Data, including, without limitation, to external researchers.

## **Data Retention**

We will retain Student Data for as long as the information is needed for the purposes detailed above and for any additional period that may be required or permitted by law.

## **Cookies**

A cookie is a small text file placed on a user's computer hard drive when a user visits a website. Cookies are employed for each ACCUPLACER test session as a security measure to prevent any student activity on the website after their test session has ended or timed out. These session cookies are automatically removed from the test taker's computer when the session ends. For educational institution users of the

ACCUPLACER Fast Track login feature, a cookie enables the ACCUPLACER System to recognize the user readily on subsequent visits.

ACCUPLACER System users are free to change their web browsers to prevent the acceptance of cookies, but this does not affect the session cookies described above. Our cookies do not contain personal information collected by the College Board.

## **Data Security**

College Board is committed to data and information security. To that end, we maintain a System and Organization Controls (SOC) 2, Type 1 report, which includes ACCUPLACER within its scope.

## **Proctoring**

College Board does not proctor ACCUPLACER tests. Your educational institution administering the ACCUPLACER test will proctor this test, and it may arrange for a remote proctoring service. The remote proctoring service may access but is not part of the ACCUPLACER System. College Board is not responsible or liable for proctoring including, without limitation, the use of a remote proctoring service and you waive all claims against College Board arising from or relating to proctoring.

The data and information collection, use, and disclosure practices and policies of the remote proctoring service and your educational institution are not covered by this Agreement. When you take the ACCUPLACER test, the remote proctoring service and/or your school may use automated decision making (e.g., machine learning, algorithms, or Artificial Intelligence), may collect and capture personally identifiable information, and may conduct audio, video, keystroke, and other recordings, as further described in the terms of service and privacy policies of the remote proctoring service and/or your educational institution. Please carefully read the terms of service and privacy policies of the remote proctoring service and/or your educational institution. Your educational institution may share or authorize sharing of proctoring data and recordings with College Board for purposes of College Board providing services to your educational institution. In all such instances, College Board acts as the outsourced "school official" of your educational institution to the extent that the disclosed data is subject to the Family Educational Rights and Privacy Act (FERPA).

## **International Users and Transfers of Information**

The ACCUPLACER System operates on a software as a service platform that is located within the United States. Accordingly, your Student Data may be transferred from your testing location to the United States.

### **Intellectual Property Rights and Confidentiality**

The ACCUPLACER test, including the test-related documents and materials, and test preparation materials ("Test Content") are copyrighted works owned by College Board and protected by the laws of the United States and other countries.

The ACCUPLACER System, including all software, webpages, algorithms, processes, and technologies through which you access and take the test, your answers are scored, and the test is secured, but excluding your device, your internet service provider (ISP) and the public internet, belong to College Board and its licensors.

You shall not screenshot or attempt to make any image, copy, or download Test Content or the ACCUPLACER System. You shall not attempt to decompile, reverse engineer, or disassemble the ACCUPLACER System.

You shall not discuss, record, copy or share information about the test including questions, answers, identifying information about the version or form of a test, or any other information that might compromise the security of the test at any time (including before the test, during the test, during breaks, or after the test).

### **Limitations of Liability**

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE PROHIBITED BY LAW, THE TOTAL LIABILITY OF COLLEGE BOARD TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU OR ON YOUR BEHALF, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF OR RESULTING FROM OR IN ANY WAY RELATED TO COLLEGE BOARD OR THE ACCUPLACER TEST FROM ANY CAUSE, SHALL NOT EXCEED \$100.00. IN ADDITION, COLLEGE BOARD WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES.

### **Arbitration**

Any dispute regarding the enforceability of these arbitration provisions, or whether a dispute is subject to these arbitration provisions, shall be resolved by the arbitrator.

All disputes between you and College Board and/or any or all of its contractors that relate in any way to registering for, participating in, or taking the ACCUPLACER, including but not limited to requesting or receiving test accommodations, score reporting, and the use of your data, but excluding all claims that a party violated the intellectual property rights of the other party, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association ("AAA") under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Consumer Arbitration Rules are at [adr.org](http://adr.org).

This arbitration will be conducted as a documents-only arbitration (i.e., there will be no in-person or telephone hearing) unless otherwise agreed by the parties or required by the arbitrator. Should

the parties agree to, or the arbitrator require proceedings, such proceedings should be conducted at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the parties agree that the proceedings will be conducted via a video or telephonic call or, in the event that face-to-face proceedings are agreed to by the parties or required by the arbitrator, at a location that is reasonably convenient to both parties in accordance with the AAA Consumer Arbitration Rules.

The parties agree that the Federal Arbitration Act ("FAA") 9 U.S.C. § 1 et seq. governs this provision, and it is the intent of the parties that the FAA shall preempt all State laws to the fullest extent permitted by law.

No arbitration may be maintained as a class or collective action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than 1 individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.

By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.

To commence arbitration, you must pay the AAA filing fee (unless AAA agrees to waive the fee for you) and follow the AAA Consumer Arbitration Rules. The filing fee will be reimbursed by College Board if you prevail in arbitration. Each party will be responsible for its own attorney's fees and expenses. College Board generally pays the arbitrator's compensation, but the arbitrator may require you to pay those fees if the arbitrator determines that your claim was filed for purposes of harassment or is patently frivolous, as per the AAA Consumer Arbitration Rules.

### **Changes to This Privacy Policy**

We reserve the right to change the terms of this Agreement from time to time by posting an updated Agreement. We encourage you to review this Agreement periodically for any changes or updates at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center).

### **Questions About This Privacy Policy**

If you have questions about this Privacy Policy or College Board privacy practices, please contact us at 250 Vesey Street, New York, NY 10281, 866-630-9305, or [privacy@collegeboard.org](mailto:privacy@collegeboard.org).

Effective June 18, 2023