



ACCUPLACER®

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.

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 of Disputes and Class Action Waiver

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 will exclusively be resolved in binding arbitration or small claims court. 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.

Either party can seek to have a claim resolved in small claims court if the rules of that court will allow it. Additionally, if the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or College Board may elect to have the claims heard in small claims court, rather than in arbitration, at any time before an arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court and not by an arbitrator. In the event that either party elects to have their claims heard in small claims court, the arbitration proceeding will remain closed unless and until there is a decision by the small claims court that the claim should proceed in arbitration.

All claims that are not decided in small claims court must be resolved through binding, individual arbitration before a single arbitrator. The arbitration will be administered by the American Arbitration Association ("**AAA**") under the AAA Consumer Arbitration Rules, supplemented by the AAA Mass Arbitration Supplementary Rules as applicable, in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Consumer Arbitration Rules and the AAA Mass Arbitration Supplementary Rules are located at adr.org. The arbitrator will have the authority to resolve any dispute regarding the scope or enforceability of this Agreement, except only a court can decide claims that a party violated the intellectual property rights of the other party. In addition, only a court can decide issues relating to (a) the pre-arbitration requirements contained in this Agreement or (b) the interpretation of the prohibition of class and representative actions contained in this Agreement.

Before commencing a small claims court or arbitration proceeding, that party (the "complainant") must provide the other party (the "respondent") with a written notice of dispute that includes the complainant's name and contact information, a detailed description of the dispute, relevant documents, the specific relief sought, and the complainant's physical signature (signature by counsel to the party is not sufficient). If you are the complainant, you must send the notice of dispute by first class mail, FedEx, or UPS to Legal Department, 250 Vesey Street, New York, NY 10281. College Board will send its notice to your address as reflected in College Board's records.

Also, before the complainant may commence a small claims court or arbitration proceeding, the parties must attempt to resolve the dispute through informal, good-faith negotiation. If the

parties have not resolved the dispute within sixty (60) days of the respondent's receipt of the written notice of dispute, the parties will mutually schedule a settlement conference which must occur within fourteen (14) days of the completion of the sixty (60) day period, unless otherwise mutually agreed by the parties. Each party must personally appear at the settlement conference (if a party is represented by counsel, their counsel may also participate), and appearances may be made telephonically or by video. If the parties are unable to resolve the dispute at the settlement conference, either party may commence arbitration or file a small claims court proceeding. The statute of limitations and any filing fee deadlines will be tolled while the parties engage in this informal dispute resolution process. If any aspect of the requirements in this Section have not been met, a court can enjoin the filing or prosecution of an arbitration or the assessment of any arbitration fees. In addition, unless prohibited by law, the AAA cannot accept or administer the arbitration, nor assess any fees for an arbitration that has not met the requirements of this Section. If the arbitration already is pending, it must be dismissed.

If the dispute proceeds to arbitration, the complainant must personally attend all arbitration conferences, hearings, and mediations scheduled by the AAA or by an arbitrator or mediator appointed by the AAA. If the complainant is represented by counsel, complainant's counsel may also participate, and all participation may be made telephonically or by video except as directed by the arbitrator or mediator. If a complainant fails to personally appear at any conference, hearing or mediation scheduled by the AAA or by a AAA arbitrator or mediator, regardless of whether the complainant's counsel attends, the arbitrator will administratively close the arbitration proceeding without prejudice, unless the complainant shows good cause as to why the complainant was not able to attend the conference, hearing, or mediation.

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. If the parties agree to, or the arbitrator requires 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 arbitrator may consider rulings in arbitrations involving other individuals, but an arbitrator's rulings will not be binding in proceedings involving different individuals. The existence and content of the arbitration proceedings, including documents and briefs submitted by the parties, any correspondence from the AAA, and correspondence, orders, and awards issued by the arbitrator, will remain strictly confidential and will not be disclosed to any third party without the express written consent from the other party, unless disclosure to the third party is reasonably required in the context of conducting the arbitration proceedings or related court proceedings.

For disputes meeting the definition of "Mass Arbitration" under the AAA Mass Arbitration Supplementary Rules, the parties agree that the dispute is subject to the AAA's Mass Arbitration

Supplementary Rules and the parties agree to the appointment of a Process Arbitrator, except as may otherwise be decided by the arbitrator or the AAA.

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; a party may only bring a claim on their own behalf and cannot seek a relief that would affect other individuals. Unless all parties agree otherwise, the arbitrator shall not have the authority to consolidate the claims 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.

Payment of all filing, administrative, and arbitrator fees and costs will be governed by the AAA's rules. If the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then College Board may seek applicable fee-shifting.

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.

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.