Provide this booklet and a corresponding Universal Answer Folder 2 or 3 2016–2017 to each examinee. This booklet provides instructions for the non-test information that must be completed before testing begins.
### General Information

**Residual Testing Regulations**

An on-campus or Residual testing program is available for colleges and universities that wish to administer the ACT® test to their enrolled, admitted, or applicant students.

- **Results are reported only to the institution administering the test.** You will not receive your scores unless the institution provides them to you. No Student or High School Reports are generated, and you may not request Additional Score Reports for any other institution.
- **Testing may be conducted on any date except a regularly scheduled ACT National test date.**
- You may **not** repeat Residual testing within 60 days of your previous testing.
- Residual testing scores are **not** accepted for NCAA initial eligibility.
- Residual testing is **not** a replacement for ACT National testing nor is it a practice test.

**Telephone.** If you have a telephone, enter your telephone area code and number. Also, enter the type of phone (Home, Cell, or Other) in the appropriate oval. If you do not have a telephone, leave this block blank.

**Gender.** Fill in the appropriate oval.

This booklet provides important information about taking the ACT Residual test. It includes directions on how to complete your answer folder, and what to expect on test day.

**Before testing, complete pages 1 and 4 of your answer folder as instructed in this booklet.**

**Calculators**

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

- A permitted calculator may be used on the ACT Mathematics test only.
- It is your responsibility to know whether your calculator is permitted.
- For the most current information on the ACT calculator policy, visit [www.actstudent.org](http://www.actstudent.org) or call 800.498.6481 for a recorded message.
- If your calculator has characters one inch high or larger, or a raised display, testing staff may seat you where no other examinee can see your calculator.

**Preparing for the Tests**

Preparing for the ACT provides information about the tests, test-taking strategies, and what to expect on test day. The booklet can be downloaded at [www.actstudent.org](http://www.actstudent.org). It includes a multiple-choice practice test and a practice writing test.

### Completing Your Answer Folder

The information you provide on your answer folder becomes part of your permanent ACT record. When directed by your test coordinator, follow the instructions below to provide non-test information on your answer folder.

**Because the folder will be processed by machine, be sure to:**

- use a soft lead No. 2 pencil and print legibly.
- fill in ONE oval under each letter or number you enter.
- fill in the blank ovals below each empty box.
- erase any errors cleanly without smudging.

**Begin on Page 1 of Your Answer Folder.**

- **A** Name and Mailing Address. Print your name and mailing address in the spaces provided.
- **B** Name. This is a mandatory field. Begin in the first box for each part of your name. If there is not enough space for your name, enter as much as possible using one box for each letter, but do not extend any part of your name beyond its designated area.
- **C** Telephone. If you have a telephone, enter your telephone area code and number. Also, enter the type of phone (Home, Cell, or Other) in the appropriate oval. If you do not have a telephone, leave this block blank.
- **D** Gender. Fill in the appropriate oval.

**E** Leave blank.

**F** Date of Birth. This is a mandatory field and will be used to identify your record. Enter your correct date of birth, not today’s date.

**G** Present Grade. This is a mandatory field. Fill in the oval for your grade in school during the current school year or choose one of the other options if you are not in high school.

**H** Year of High School Graduation or Equivalent. This is a mandatory field.

**I** High School Code. If you are a high school student, enter your ACT school code number. If you earned a GED, enter code 960-000. If you are being homeschooled, enter 969-999. If you are no longer a high school student or do not know your code number, enter 800-000. **Scores from Residual Testing are not reported to the high school.**

**J** Last High School Semester Grade in Each Subject Area. If applicable, fill in the oval for the grade you received in the last course you took in each of the subject areas listed. Mark “N” only if you have taken no courses at all in a given subject area.

**K, L, M, and N** Mailing Address, City, State Code, and ZIP Code. Enter each part of the address in the correct fields. Leave a space between the parts of your street address. Use the “/” to designate fractions (e.g., 1/2, 3/4).

For Block M, State Code, see the list in the upper-right corner of page 4 of your answer folder. Enter your ZIP Code in Block N.

**O** Country. Complete this block only if you live outside the United States. Enter the name of the country of your legal residence.

**P** Leave blank.

**Q** Writing Answer Folder. You will complete this block on test day as instructed by your test coordinator only if you take the ACT with writing.

**R** Leave blank.

**S** Leave blank.

**T** Read the “Important Notice to Testees.” It is important that you understand these policies.

---

© 2016 by ACT, Inc. All rights reserved.
These Terms and Conditions are an agreement between the person who will take the ACT® test ("you") and ACT, Inc. ("ACT"). They apply to every administration of the ACT test except where, and only to the extent that, you are provided with different terms or conditions by ACT, Inc. Please read these Terms and Conditions carefully. By registering for and/or taking the ACT test, you are agreeing to these Terms and Conditions.

By registering for and/or taking the ACT test, you represent and warrant the following to ACT: (1) the information you have provided to ACT is true; (2) you agree to be bound by, and will comply with, these Terms and Conditions and other ACT policies for the ACT test; (3) you will not engage in any prohibited behaviors; (4) you will cooperate with any test security investigation; and (5) you are not working for or on behalf of any test preparation provider(s).

Special instructions for the ACT test taken online: All references to answer sheets or answer documents in these Terms and Conditions refer to your responses on the ACT test taken online, and all references to test booklets and test-related documents include the ACT test taken online and all related test materials provided in paper or electronic form.

These Terms and Conditions do not create a third-party beneficiary relationship between ACT and any individual or entity other than you.

Contents
- Privacy Policy and Notice of Collection of Personally Identifying Information
- Automatic Score Reporting for Scholarship Purposes*
- Photo Submission Requirement for Registration (National Testing Only)
- Capturing Images or Voice Recordings at Test Centers
- Acceptable Identification
- Test Security
  - A. Prohibited Behavior at the Test Center
  - B. Individual Score Reviews
  - C. Compromises/Disruptions in the Testing Process– Limitation of Remedies
- Arbitration of Disputes with ACT
- Retest Restriction
- ACT Intellectual Property Rights
- Changes to These Terms and Conditions
- Accessibility of These Terms and Conditions to Disabled Individuals
- Additional Information for South Carolina Testing Program Participants Only

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. Our processing of such information, including collection, use, transfer and disclosure, is described in the ACT Privacy Policy (www.act.org/privacy.html).

By registering for or taking an ACT test, you provide personally identifying information to us, some of which is mandatory. If you do not provide mandatory personally identifying information, such as name, gender, address and date of birth, you may not be able to register for or take the ACT test.

We share personally identifiable information consistent with your choices. For example, we send score reports to the colleges you choose. Please note that when you send a report to a college that is part of a school system, the college may share your score with other colleges in that system. In addition, ACT provides your score report (including your photo) to your high school. In certain situations described in the Automatic Score Reporting for Scholarship Purposes section, ACT will also automatically report your scores for scholarship purposes.

When you register for or take an ACT test, you consent to the ACT Privacy Policy, which is incorporated into these Terms and Conditions: Testing Rules and Policies for the ACT® Test by reference, including consenting to the collection of personally identifying information and its use and disclosure as provided in the ACT Privacy Policy.

Notice to International Examinees: You are voluntarily providing personally identifying information to us. Your personally identifying information may be transferred outside of your home country to the United States to ACT or a third party service provider for processing and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States.

Any questions about the ACT Privacy Policy or this notice should be directed to our Data Protection Official at DPO@act.org.

Automatic Score Reporting for Scholarship Purposes*
Some state/federal scholarship programs or education departments use ACT scores as one source of information to recognize student achievement. ACT reports test scores and other information about you for this purpose without requiring you to use one of your college choices, and at no cost to you. If your mailing address or high school is in one of the states or other categories listed below, your test scores and other information about you will be reported automatically for consideration unless you specifically direct ACT, in writing, not to do so.

To direct ACT not to automatically report your scores for scholarship purposes, send a letter postmarked by the Monday immediately after the applicable test date for which you do not want your scores reported. Address your letter to: ACT Customer Care, P.O. Box 168, Iowa City, IA 52243-0168.
**Terms and Conditions 20160307**

**Prohibited Behavior at the Test Center**

The following behaviors are prohibited. You may be dismissed and/or your answer document may not be scored, at ACT’s sole discretion, if you are found:

- Filling in or altering responses on your answer sheet or continuing to write the essay after time has been called on that test section. This means that you cannot make any changes to a test section outside of the designated time for that section, even to fix a stray mark or accidental keystroke.
- Looking back at a test section on which time has already been called.
- Looking ahead in the test booklet.
- Looking at another person’s test booklet or answer document.
- Giving or receiving assistance by any means.
- Discussing or sharing test content, test form identification numbers, or answers during test administration, during breaks, or after the test.
- Using a prohibited calculator (www.act.org/calculator-policy.html).
- Using a calculator on any test section other than mathematics.
- Sharing a calculator with another person.
- Using a watch with recording, internet, or communication capabilities.
- Using any electronic device at any time during testing or during break other than an approved calculator or watch.
- All other electronic devices, including cell phones and wearable devices, must be turned off and placed out of reach from the time you are admitted to test until you are dismissed after testing concludes.
- Attempting to photograph, copy, or memorize test-related information or remove test materials, including questions or answers, from the test room in any way.
- Using highlight pens, colored pens or pencils, notes, dictionaries, or other aids.
B. Individual Score Reviews

If ACT discovers reason to believe your score may be invalid – such as evidence of unusual similarities in the answers of you and another examinee, evidence that you may have falsified your identity or impersonated someone else, evidence of possible advance access to test questions or answers, or other indicators the test scores may not accurately reflect your level of educational achievement – ACT may conduct an Individual Score Review. ACT reserves the right to cancel test scores when there is reason to believe the scores are invalid. Proof of misconduct is not required to cancel scores.

ACT will take steps to notify you if ACT decides to conduct an Individual Score Review. The notice includes information about why ACT has started the Individual Score Review and options available for resolving it. If the scores that are the subject of the Individual Score Review have not yet been reported by ACT, ACT reserves the right to hold those scores pending the outcome of the review process, including any appeal. More information regarding the review process will be provided to you if ACT opens an Individual Score Review regarding your score.

For Individual Score Reviews, the final and exclusive remedy available for you to appeal or otherwise challenge a decision by ACT to cancel your test score is binding arbitration. The arbitration will be conducted through written submissions to the American Arbitration Association (“AAA”), unless both you and ACT agree to submit the matter to an alternative arbitration forum. By agreeing to arbitration in accordance with these Terms and Conditions, you are waiving your right to have your dispute heard by a judge or jury. If you choose to appeal a decision by ACT to cancel your test scores by exercising your right to seek arbitration of that decision, you must pay a nonrefundable filing fee of $200 to the AAA (or alternate forum) as your share of the filing fee, and ACT will pay the remainder of the filing fee. Your share of the filing fee is payable in full when a request for arbitration is filed with the AAA, but will be reimbursed by ACT if you prevail in arbitration and your scores are not cancelled. The only issue for arbitration will be whether ACT acted reasonably and in good faith in deciding to cancel the scores. No damages may be awarded by the arbitrator and each party is responsible for its own fees and expenses, including attorneys’ fees, except as otherwise expressly provided in these Terms and Conditions. No arbitration involving the outcome of an Individual Score Review may be maintained as a class action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration.

C. Compromises/Disruptions in the Testing Process– Limitation of Remedies

ACT takes steps that are intended to ensure that test registrations are correctly processed, tests are properly administered, tests and answer documents are properly handled and scored, and scores are properly reported. In the unlikely event there is an error or other occurrence that compromises or disrupts the testing process, ACT will examine the situation and determine whether it needs to take action, including not scoring answer documents or cancelling scores. Compromises or disruptions that could cause ACT to take action under this paragraph include, but are not limited to, errors in the registration process; errors in preparing, handling, shipping, processing, or scoring answer documents; errors in reporting scores; deviations from standard testing procedures such as events that cause testing at a test center to be cancelled or interrupted, or a mistiming on any part of the test; events or information that raise concerns about possible prohibited behavior, advance access to test content by anyone taking the test, or possible invalid scores; unusual data from a test center such as unusual similarities in the answers of people at the same test center; or any events that otherwise disrupt or compromise the testing process. If ACT determines that it needs to take action in response to any such error or disruption in the testing process, ACT will in its sole discretion (1) correct the error (if an error occurred and ACT believes correction is feasible), (2) not score answer documents or cancel scores and offer a refund to each affected person the option to retake at no additional fee (normally on a future National test date), or (3) not score answer documents or cancel scores and offer a refund. To take such action, ACT shall not be required to conduct an Individual Score Review or otherwise demonstrate that a compromise or disruption invalidated your specific score. Decisions made by ACT regarding such compromises or disruptions in the testing process are final. If ACT offers a retest and you select that option (or it is selected for you in State and District testing), you must retake all four multiple-choice tests to produce a valid Composite score. If you took the writing test on the original test date, you may also need to retake the writing test in addition to the four multiple-choice tests to produce a valid English Language Arts score.

For State and District testing: In the event of compromises/disruptions in the testing process, ACT may offer the option to retest at no additional fee or it may cancel the test event without an option for retest.

It is important that ACT ensure that reported scores are not affected by an irregularity, and that ACT inform anyone who has received a score report that the score may not accurately reflect a person’s academic achievement and skills. You therefore agree that ACT may notify score recipients if there is an investigation into the validity of your reported test score and if your score is cancelled. You also agree that ACT may disclose details about a test security investigation to score recipients and to anyone who may be able to assist with an investigation conducted by ACT, such as law enforcement, state departments of education, and local school officials. You agree that ACT will have no liability for exercising any of these rights.
Arbitration of Disputes with ACT

All disputes – other than disputes involving “Individual Score Reviews” (described above) or infringement of ACT’s intellectual property rights – that relate in any way to registering for or taking the ACT test, requesting or receiving accommodations on the ACT test, the reporting of ACT test scores or the use or disclosure of personal information by ACT, shall be resolved by a single arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Consumer Rules (“AAA Rules”) in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at www.adr.org. No arbitration may be maintained as a class action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration. By agreeing to arbitration in accordance with these Terms and Conditions, you are waiving your right to have your dispute heard by a judge or jury.

Each party will be responsible for its own fees and expenses incurred in connection with the arbitration, regardless of the outcome of the arbitration, except as otherwise expressly provided in these Terms and Conditions. In no event shall ACT be liable to an examinee for any special, indirect, consequential, exemplary, or punitive damages.

NOTE: Separate procedures apply to arbitration proceedings involving Individual Score Reviews. Those procedures are discussed above, under the heading “Individual Score Reviews.”

Retest Restriction

You may take the ACT no more than 12 times total. This restriction applies even if your scores from a test date are cancelled by you or by ACT.

ACT may cancel your registration, rescind your admission ticket, or take any other steps necessary to enforce this policy. If you violate this restriction, your scores will not be reported or will be cancelled and your fees will not be refunded.

In calculating the 12-test total, ACT makes exceptions for testing required by your district or your state’s Department of Education and tests taken as part of an academic talent search. Other exceptions will be considered only if you submit a request via our online Retest Exception Request Form no later than the regular registration deadline for the test date you would like to be your 13th test date. Exceptions are within ACT’s sole discretion.

ACT Intellectual Property Rights

All ACT tests, test-related documents and materials, and test preparation materials are copyrighted works owned by ACT and protected by the laws of the United States and other countries. Secure (i.e., not made available by ACT to the general public) tests and test questions may not be copied or disclosed at any time. Test-related materials that ACT has made available to the general public, such as materials designated by ACT as 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. 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.

ACT owns all answers and answer sheets you submit, including all essay responses, as well as all score-related data maintained by ACT. The score reports from ACT are your property. However, score reports may not be altered by you or others so as to convey inaccurate or misleading information, and, if ACT cancels the scores reflected on such score reports, those scores may not be provided to third parties.

Changes to These Terms and Conditions

These Terms and Conditions are subject to change. ACT will provide notice of such changes by posting the revised Terms and Conditions on its website. The Terms and Conditions that are posted on ACT’s website when you register to test will apply to you with respect to that test date, along with any changes that may be reflected in revised Terms and Conditions posted to ACT’s website at least forty-eight hours prior to your testing date. The current version of these Terms and Conditions is available at www.act.org/the-act/terms, and you agree to check for revised Terms and Conditions prior to taking the ACT.

All ACT policies referenced in these Terms and Conditions, including the ACT Privacy Policy, are part of these Terms and Conditions and are binding on you, so you should review them carefully. Any questions should be directed to ACT Student Services (www.act.org/the-act/help-contactus) in advance of registering for or taking the test.

Accessibility of These Terms and Conditions to Disabled Individuals

If you have any difficulty accessing these Terms and Conditions because of an impairment, please contact ACT Student Services (www.act.org/the-act/help-contactus) in advance of registering for or taking the ACT test. ACT would be happy to provide these Terms and Conditions in an alternative format, or to assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.

Additional Information for South Carolina Testing Program Participants Only

You are taking the ACT test as part of a contract between your state, school district, or school and ACT. To the extent there is any conflict between these Terms and Conditions or the ACT Privacy Policy and the express terms of the contract between your state, school district, or school, and ACT, the terms of that contract shall control.
ACT Privacy Policy

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

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

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

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

- Assessment registration and services. When you register for or take an assessment from ACT, we may collect certain information including your name, home address, email address, telephone number, Social Security number (optional), date of birth, gender, race, ethnicity, citizenship status, year of high school graduation or equivalent, religious affiliation, whether you are right- or left-handed, grade in school, high school academic information, intended college major and occupational choice, college plans, extracurricular plans, and your background, credit card information, photograph, disability, and biometric data.
  - International: If you are taking an assessment outside the United States, some of the information ACT collects could be classified in your home country as sensitive personal data or protection laws. This includes age, gender, biometric data, race, ethnicity, health data such as a physical or learning disability, credit card information, as well as information related to your background, including, political organizations and religious organizations.

- Online orders or questions. When you are requesting materials or information from ACT, we may collect your name, job title, address, email address, birth date, and other personally identifying information, and your need for ACT materials. If you are purchasing materials, ACT may collect your credit card information.

- Suppliers of services and goods to ACT. If you are a supplier of services or goods to ACT, such as a test proctor, ACT may collect your name, address, email address, telephone number, tax identification number, date of birth, bank account information, and other personally identifying information.

- Job applicants. If you are applying for employment with ACT, we will collect your name, address, email address, work and education history, as well as other personally identifying information necessary to evaluate your application.

- Other tools. Other interactive tools or functions on the Site may collect personally identifying information from you.

Non-personally Identifying Information
When you visit the Site, ACT may collect and store general Internet data, including your internet protocol (IP) address, domain name, browser type, date and time of access, which web pages on the Site you visited, the referring Uniform Resource Locator (URL), and how long you spent on each page. This information may be collected to assist us in administering and making improvements to the Site, to enhance security, and for statistical analysis. ACT may employ other companies and individuals to facilitate these services (e.g., maintenance, analysis, audit, development), who will have limited access to your information and only use it to perform those services on our behalf.

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

How ACT Uses Your Personally Identifying Information
Personally identifying information collected through the Site or offline may be used to:

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

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

Generally
ACT may disclose personally identifying information:

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

ACT Assessments, Programs, and Services
When you participate in ACT’s assessments, programs, or services, ACT may disclose personally identifying information to:

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

If you are participating in ACT’s assessments, programs, and services outside the United States, or requesting information about ACT assessments, programs, or services, note that your personally identifying information may be transferred outside of your home country to the United States to ACT or a third party service provider, and will be subject to use and disclosure under the laws of the United States. It may also be accessible to law enforcement and national security authorities in the United States. When you voluntarily register for or take an assessment, or access ACT programs and services, you provide personally identifying information to us. If you do not provide mandatory personally identifying information, such as name, gender, address and date of birth, you may not be able to complete certain online transactions, or access or benefit from certain ACT assessments, programs, or services.

Marketing by Others

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

Cookies and Web Beacons

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

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

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

The Site also may use Web beacons, which are small strings of code that deliver a graphic image on a Web page or in an email message for the purpose of transferring data. ACT may use cookies and Web beacons to route users through the Site, customize users’ experiences on the Site, to help us send you information about programs and services, and to improve the Site.

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

Links and Websites

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

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

ACT strives to provide you with choices about our use of your personally identifying information. As a user of the Site, as well as for offline purposes, you decide whether to proceed with activities that request personally identifying information. However, if you do not provide the requested information you may not be able to complete certain online transactions, have access to, or benefit from certain ACT assessments, programs, or services.

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

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

- [http://www.aboutads.info/choices/](http://www.aboutads.info/choices/)

Access and Correction of Personally Identifying Information and Closing Your Account

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

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

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

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

Retention of Information

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

Security and Confidentiality

Protecting the personally identifying information through the use of reasonable administrative, physical and technical safeguards is important to ACT. We use secure sockets layer (SSL) transmission, a protocol for establishing a secure connection for transmitting your personally identifying information. ACT has security protocols and measures in place to protect your personally identifying information from unauthorized access, alteration, and unlawful disclosure.

In the course of business, ACT may collect or ask that you disclose your Social Security number. To the extent practicable, ACT protects the confidentiality of all information we collect, including Social Security numbers. Accordingly, ACT prohibits the unlawful disclosure of personally identifying information, including Social Security numbers, and limits access to Social Security numbers. When ACT disposes of personally identifying information, we take reasonable measures to protect against unauthorized access to the information.

Changes to this Policy

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