

**PSAT 8/9**

# Testing Rules

**Revised: July 13, 2023**

The following content represents the PSAT 8/9 Terms and Conditions as they appeared on [satsuite.collegeboard.org/psat-8-9/testing-rules](https://satsuite.collegeboard.org/psat-8-9/testing-rules) from the revised date listed above through Sept. 22, 2023. These terms and conditions apply only to students who took the PSAT 8/9 during in-school testing between these dates. If you did not test during this window, please consult [satsuite.collegeboard.org/psat-8-9/testing-rules](https://satsuite.collegeboard.org/psat-8-9/testing-rules) for the terms and conditions that apply to you.

## Introduction

These Testing Rules (“*Testing Rules*”, “*Terms and Conditions*”, or “*Agreement*”) are a legal contract between you and College Board (“*College Board*” or “*we*”). They set forth important rules and policies you must follow related to taking the digital PSAT™ 8/9. Please read these carefully.

**All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 8 of this Agreement. You understand that by agreeing to arbitration, you are waiving your right to resolve disputes in a court of law by a judge or jury except as otherwise set forth in this Agreement.**

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## Section 1.

### **Requirements for the Digital PSAT 8/9**

The digital PSAT 8/9 is taken at a school (typically a school you attend) (“*your school*”) on a Testing Device as defined below. It is administered on College Board’s Bluebook digital testing application (“*Exam App*”) that is downloaded to your Testing Device.

Step 1: Testing Device. You will need an eligible fully charged testing device (“*Testing Device*”) that can connect to the internet to take the test. Testing Devices are one of the following: Windows laptop or tablet, Mac laptop, or iPad. You can also use a Chromebook if it is a School-Managed Testing Device as defined below. You cannot take the digital PSAT 8/9 on a mobile phone. The Testing Device must have sufficient charge to last a duration of about three hours (to account for testing and set up).

The two types of Testing Devices are:

- School-Managed/Shared Testing Device: a device that your school provides to you for your use in testing that your school has administrative rights over.
- Personal Testing Device: a device that you bring for your use in testing and that is not provided by your school. If you bring a Personal Testing Device, you must make sure that it is allowed by your school. You are responsible for making sure your Testing Device is running on the latest operating system software, and if it isn’t, you must update it prior to testing. Schools reserve the right to deny use of outside devices on their school networks. Students may be asked to use a School Managed or Shared Testing Device in these instances.

Step 2. Exam App Installation. The Exam App must be downloaded onto your Testing Device. If your Testing Device is a School Managed/Shared Testing Device, your school administrator will likely download the Exam App to your Testing Device, but it is your responsibility to confirm that the Exam App has been installed. If you are using a Personal Testing Device, you will need to download the Exam App yourself from [bluebook.app.collegeboard.org](https://bluebook.collegeboard.org) prior to testing.

Step 3. Digital Readiness Check. Unless you are an Away Student (defined below), you must complete the digital readiness check in order to test. You must complete the readiness check in your school to ensure that your Testing Device can connect to your school internet. Your school will need to provide you with sign in credentials in order for you to complete the readiness check. You should complete the readiness check prior to testing. Your school may provide you with additional directions on preparing your Testing Device for testing and you must follow such directions.

Step 4. Test Day.

- On test day, your school will direct you to your testing room.
- Your proctor will provide you with three sheets of scratch paper and your sign-in credentials to input into the Exam App.
- You will follow the instructions provided to you by the Exam App and your proctor.
- You will connect to your school’s internet.
- You must bring the following items (“*Required Items*”).
  - ◆ Acceptable photo ID if you are testing at a school you don’t regularly attend. (Digital SAT Suite ID requirements are on the College Board website at [satsuite.collegeboard.org/digital/what-to-bring-do/id-requirements](https://satsuite.collegeboard.org/digital/what-to-bring-do/id-requirements).)
  - ◆ Fully charged Testing Device with the Exam App installed.
  - ◆ Acceptable Calculator (defined below) if you choose not to use the built-in Desmos calculator in the Exam App.
  - ◆ Pen or pencil for scratch work (does not need to be a No. 2. pencil).
- Internet Connection: The Exam App is designed to work with intermittent connection to the internet. An internet connection is required to start the test and to submit results at the end of the test. You will receive instructions from your proctor on test day if there is an outage.

### Step 5. Taking the Test.

- **Modules:** Each section of the digital PSAT 8/9 is made up of 2 modules. Once you move on from a module, you cannot return to access any questions from it.
- **Online Calculator:** There is a graphing calculator built into the Exam App for your use on the Math section, but you may also bring an **Acceptable Calculator** as described on the College Board website at [psat.org/calculator](https://psat.org/calculator). No other calculators are permitted.
- **Managing Your Time:** The Exam App has a timer that will count down the minutes and seconds remaining in each module. You can hide the timer, but once there are 5 minutes remaining, the timer will become visible until time is up. When time expires, your work will be automatically saved and submitted if you are connected to the internet. You will not be able to keep working on a module after time expires. You are required to stay for the full duration of the test. You cannot end a module early or submit your answers before the timer runs out.
- **No Other Open Programs or Applications:** Prior to testing, you must close all other programs or applications on your device. You cannot work in any other program or application while the test is running, and you cannot paste work into the Exam App from another program or application. You cannot have any open apps on your Testing Device at the start of testing. Attempting to do so may result in score cancellation. The only exception is for your use of approved assistive technology where you have been approved for testing accommodations by College Board Services for Students with Disabilities.
- **Answer Submission in the Exam App:** You must enter your answers in the Exam App. You will not submit any handwritten work, files, or photos. You must not close your Testing Device lid until your answers are submitted. Closing the Testing Device lid before this point may prevent answers from being submitted and cause your test to be incomplete. Answer submission happens automatically if your Testing Device is connected to the internet when the digital PSAT 8/9 ends. If your answers were successfully submitted, you will see a confirmation screen indicating so. However, if your Testing Device is not connected to the internet when the digital PSAT 8/9 ends, you must work with your school to resolve any submission errors within the submission window. College Board will score all digital PSAT 8/9 exams that have been started, even if a submission is incomplete or a submission error occurs.
- **Answer Submission in a Paper Test Book:** Students approved for an accommodation to test with a paper test book only, outside of the Exam App, will record their answers in the test book by circling their final answer choice. Circle only 1 answer for each question. Multiple circled answers to 1 question will be counted as an incorrect answer. Most questions are multiple choice, but some questions are student-produced responses. Directions for filling in your answers to these questions are in your test book. You'll write your answer next to or under the test question and circle it clearly. You won't receive credit for anything written outside of the circle, or if there are multiple circles for a question. Be sure to follow all instructions to prevent any scoring delays or issues.

**WARNING.** College Board is not responsible for your failure to follow the steps, directions and instructions relating to taking the digital PSAT 8/9. You may be prevented from testing, in the sole discretion of College Board, for such failure.

## Section 2.

### ***Prohibited Items***

You **may not bring** prohibited items to the digital PSAT 8/9. Prohibited items include:

- Electronic equipment including phones, smartwatches, fitness trackers, wearable technology, cameras, recording or listening devices, or any other type of electronic or communication device except for your Testing Device used for the digital PSAT 8/9 and, if applicable, any assistive technology that you have been approved to use for testing as an accommodation by College Board.
- Books, reference guides, notes, compasses, protractors, dictionaries, highlighters, or colored pencils.

- Papers of any kind.
- Watches that beep, make a noise, or have an alarm.
- Calculators that are not acceptable.
- Detachable privacy screens for a Testing Device.
- Reference guides, keyboard maps, or other typing instructions.
- Earplugs
- Headphones
- Weapons or firearms

If you do not bring the required items, or if you bring prohibited items, you may be denied admission to or be dismissed from the testing site; in addition, we may decline to score your test, or cancel your score.

**NOTE:** Some exceptions to the above may apply if a test taker has received a College Board-approved accommodation.

### Section 3. *Prohibited Behaviors*

You **may not engage** in the prohibited behaviors set forth below:

- Attempt to cheat or otherwise obtain an unfair advantage on the digital PSAT 8/9
- Remove or attempt to remove any test questions or responses or any notes or scratch paper from the testing room, including through memorization, give them to anyone else, or discuss them with anyone else through any means, including, but not limited to, email, text messages, or the internet.
- At any time, improperly access or attempt to improperly access the test site, the test (or any part of the test), an answer key, or any information about the test.
- Refer to, look through, or work on a test section in the test book or answer sheet, other than during the testing period for that test section.
- Engage in any way in (i) theft or attempted theft of test content including through Exam App intrusion; (ii) post-exam manipulation of test content, responses or test administration data; (iii) attempting to adversely impact or adversely impacting College Board or your school network or Exam App through any means including cybersecurity means.
- Attempt to give or receive assistance, including by copying or through the use of an answer key.
- Discuss, record, copy, or share information about the test including questions, answers, 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).
- Communicate with other test takers or other individuals in any form while testing is in session.
- Allow anyone to see the test questions or your answers or attempt to see or copy others' test questions or answers.
- Consult notes, other people, electronic devices, textbooks, websites, or any other resources during the test or during breaks.
- Have subject-related information on your clothing, shoes, or body.
- Use or access any prohibited items including devices or aids such as, but not limited to, mobile phones, smartwatches, fitness trackers, other oral or written communication devices or wearable technology, cameras, notes and reference books, etc., during or in connection with the test, including during breaks.
- Have any applications running on your Testing Device other than the Exam App or approved assistive technology or visit any other digital resource(s) or website(s) during the test.
- Fail to turn in or store away a mobile phone in accordance with the testing staff's collection process.
- Share a calculator with another person.

- Use a calculator on any test section other than the Math section.
- Use a prohibited calculator.
- Leave the testing room without permission and prior to the conclusion of all sections or modules of the test. Students may only test in their assigned testing room. Testing outside of their testing room may result in score cancellation.
- Go to a locker or leave the designated testing area at any time during the test administration, including during breaks.
- Deliberately attempt to and/or take the test for someone else or attempt to have someone else impersonate you to take the test.
- Provide false information to College Board.
- Disturb others during the test.
- Consume food or drink in unauthorized areas or times.
- Exhibit or engage in confrontational, threatening, or unruly behavior, conduct, or communication toward or concerning others including, without limitation, any test taker, test administrator, proctor, employee of College Board, or College Board contractor.
- Allow an alarm or a personal item to sound in the testing room.
- Fail to follow any of the test administration rules set forth in these Terms and Conditions or in other registration information or directions given by the testing staff or rules of the test site.
- Utilize or attempt to utilize any artificial intelligence (“AI”) tools, including AI writing solutions such as Generative Pre-trained Transformer (“GPT”) 3 and 4 and subsequent versions or developments.
- Deliberately sabotage, damage, or attempt to remove the Testing Device from the testing room or test site during the administration of the test.

## Section 4.

### ***Score Cancellation and Disciplinary Measures***

- a. Score Cancellation and Disciplinary Measures.** In the event that College Board its contractors determine that your scores are invalid under Section 4(b) below, or you have engaged in Misconduct under Section 4(c) below, we may, in our sole discretion, take 1 or more of the following measures (“**Measures**”): deny you entry to a test administration, dismiss you from the test, decline to score your test, cancel your scores, ban you from taking future College Board assessments (including without limitation the Advanced Placement® (AP®) and CLEP® Exams), and/or share information with others as set forth in Section 4(f) below.

**CAUTION! THE CONSEQUENCES OF CHEATING ON THE DIGITAL PSAT 8/9 ARE SEVERE.**

- b. Invalid Scores.** We may cancel your scores and/or take any of the other Measures described above, if after following the procedures set forth in this section, we determine, in our sole discretion, that there is substantial evidence that your scores are invalid (“**Invalid Scores**”). Examples of evidence of Invalid Scores include, without limitation, unusual answer patterns or other evidence that indicates these Terms and Conditions have been violated. Before canceling your scores under this Invalid Scores section, we will notify you in writing (via email if an email address is provided by you in the Exam App for this test) or through your school and offer you 3 options: voluntary score cancellation, a retest (if during the testing window and available at the test site), or an opportunity to submit additional information and request a further review by a College Board panel. If you opt for a further review by a College Board panel, and it confirms, in its sole discretion, that your scores are invalid, we will offer you 3 options: voluntary score cancellation, a retest (if during the testing window and available at the test site), or arbitration. This process is referred to as the “**Score Validity Process.**” Additional information about security measures and consequences of violating security policies is set forth in [sat.org/test-security](https://sat.org/test-security). The binding arbitration option is available only for tests administered in the United States and U.S. territories.



- c. Misconduct.** Notwithstanding Section 4(b) above, if we determine, in our sole discretion, that there is overwhelming evidence that you violated these Terms and Conditions (“**Misconduct**”), the Score Validity Process will not apply, and we may cancel your scores and/or take any of the Measures described above. Examples of Misconduct include overwhelming evidence that you used or attempted to use an answer key, mobile phone, the internet, or an application other than the Exam App; remove test content; adversely impact (e.g., take down, disrupt, or deface) College Board server or Exam App through a cyberattack or other malicious activity; reverse engineer test specifications and content; or engage in post-exam manipulation of test content, answer keys, or telemetry data. Misconduct may be established in various ways including, without limitation, through observations during an administration, or by evidence discovered afterward. If your scores are canceled due to Misconduct, you will forfeit test and registration fees.
- d. Testing Irregularities.** We may cancel your scores if we determine, in our sole discretion, that any testing irregularity occurred (collectively “**Testing Irregularities**”). Examples of Testing Irregularities include, without limitation, problems, irregular circumstances, or events associated with the administration of a test that may affect one (1) test taker or groups of test takers. Such problems include, without limitation, administrative errors (e.g., improper seating, improper admission to a testing site, providing accommodations not approved by College Board, defective materials, and defective equipment, technical issues (such as Testing App malfunction, Testing Device hardware issues, internet outage), evidence of possible preknowledge of secure test content, and disruptions of test administrations caused by events such as internet disruptions, natural disasters, weather events, epidemics or pandemics, wars, riots, civil disturbances, civil disturbances, or other emergencies. When Testing Irregularities occur, we may cancel an entire administration or individual registrations, decline to score all or part of the test, or cancel scores. We may do this regardless of whether or not you caused the Testing Irregularities, benefited from them, or violated these Terms and Conditions. We may, in our sole discretion, give you the opportunity to take the test again within a reasonable time frame, and without charge. This is the sole remedy that may be available to you as a result of Testing Irregularities.
- e. Test Taker Reporting Violations or Suspicious Behavior.** You may confidentially report any suspected violation of the digital PSAT 8/9 Terms and Conditions, or any suspicion concerning the security of an SAT Suite test administration, by immediately reporting this information to College Board by emailing us at [collegeboardtestsecurity@collegeboard.org](mailto:collegeboardtestsecurity@collegeboard.org) or online at [forms.collegeboard.org/reportcheating/s/](https://forms.collegeboard.org/reportcheating/s/).
- f. College Board Sharing Information with Third Parties.** We may share the results of test security investigations (including without limitation those relating to Misconduct and Invalid Scores described above and other disciplinary-related information), with third parties, including with your school, district, or State Department of Education, parents, legal guardians, or law enforcement. College Board may also share such information with third parties that have a legitimate reason for knowing the information or who may be able to assist College Board in its investigation or who may be conducting their own investigation. If you publicize any review, investigation, or decision of College Board, College Board may make any and all details of such matter public.

## Section 5.

### Privacy

- a. Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies located at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center) (“**Privacy Policies**”), and also available to you under **Help** on the Exam App homepage, are part of these Terms and Conditions. You consent to the collection, use, and disclosure by College Board of your personally identifiable information as described in our Privacy Policies and these Testing Rules. College Board may update its Privacy Policies from time to time, and they are subject to change up to 1 week prior to your test date and any subsequent test dates. You are required to review the Privacy Policies located at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center) prior to each test administration.

### **b. Testing Device and Activity Data.**

Testing Device Data: When you download the Exam App, College Board will receive certain information about your Testing Device, including device type, operating system type and version, applications and processes running on your device, Internet Protocol (IP) address, screen size and resolution, number of screens, available memory, storage and disk bytes, disk mount, type and size, battery level, and other device-specific information for the purposes described below.

Activity Data: We also capture and monitor the actions you take in the Exam App, including your responses, where you click, where you put your mouse on the page, how long you spend on each page, ctrl/alt/delete attempts, and how you navigate through the Exam App.

Testing Device Data and Activity Data: Testing Device Data and Activity Data (collectively, “**Data**”) may be used by College Board to make sure your device is compatible with the Exam App, for test security purposes, for test validation and research, and to develop and improve College Board products and services. Data may be disclosed to trusted vendors, but only in their provision of services to College Board, and we may disclose aggregated and de-identified Data. Data is not sold or licensed to third parties including without limitation for their marketing purposes or other commercial purposes. We may share Data with your school, district or state education department related to the PSAT 8/9 you take on the Exam App, including any misuse of the Exam App. You will also be asked to type specific sentences in the Exam App. Neither data nor those typed sentences are used for biometric identification.

- c. Educational Reporting.** We send your scores, data derived from your scores, and other information you provide during testing to your school and district. In addition, your scores may be sent to your state for educational, diagnostic, and/or reporting purposes. (Students who test away from the school they regularly attend will have their scores shared with the school they regularly attend and will not be shared with the school at which they tested. Homeschooled students’ scores won’t be shared with the school that administers the test.)

## **Section 6.**

### **Miscellaneous**

- a. Retest.** If you encounter test day issues that invalidate your test including without limitation Testing Irregularities defined above, or otherwise keep you from completing your test, you may work with your school to schedule a retest. Your school may reschedule testing to later in the test window if feasible. Testing cannot be offered outside of the testing window. If a reschedule cannot occur within the window, other options may be shared with your school. Not all issues will be retest-eligible.
- b. Away Students.** If you are testing at a school that you do not regularly attend (an “**Away Student**”) and will be bringing a Testing Device that is managed by the school you regularly attend, you must contact the school you attend to ensure that the Exam App is downloaded to the device prior to testing. College Board will provide public deadlines and guidelines for Away Students to participate in the digital PSAT 8/9. Schools have the discretion to allow Away Students to test at their school.
- c. Testing Devices**
- ◆ **Charging.** Your Testing Device must be fully charged and be able to last for the duration of the test and set up (about 3 hours). If your Testing Device does not have at least 3 hours of battery life, you may wish to bring a charging cable or portable charger. Your school may not have outlets available for all test takers. Schools will prioritize access to electricity for test takers approved for extended time who are testing for longer than 3 continuous hours.
  - ◆ Schools may have policies regarding whether the use of Personal Testing Device is allowed on their campuses. If Personal Testing Devices are not allowed and students must test using School-Managed/Shared Testing Devices, then schools are not required to provide a school-issued Testing Device to Away Students.
  - ◆ College Board is not responsible for Testing Device failure.

- d. To ensure the integrity of the digital PSAT 8/9, for security reasons, or for other reasons in our sole discretion, College Board reserves the right to bar any individual or group of individuals from registering for and/or taking any College Board assessment.
- e. If College Board becomes aware that you or someone else may be in imminent danger, we reserve the right to contact the appropriate individuals or agencies, including your parents, guardians, high school, or law enforcement agencies. We may also provide the relevant content, along with any personal information, to those contacted.
- f. College Board or its designee may use methods to capture images, video, or audio at any or all testing sites to help ensure test security. The resulting images or recordings, which may permit College Board to identify specific individuals, may be collected, stored, reviewed, and used for the purposes of (i) identifying, collecting evidence of, and/or investigating possible PSAT 8/9 test security incidents; and (ii) enhancing PSAT 8/9 test security. These images and/or recordings are maintained following the test administration for as long as reasonably necessary for the purposes specified. Thereafter, the images and recordings are securely destroyed. College Board will not use or disclose such information except as described earlier in this section, as requested by law enforcement, and/or as reasonably necessary to protect the rights and property of College Board or third parties.
- g. College Board takes steps to ensure that registration records are properly processed, that answers are properly processed, and tests are properly scored. In the unlikely event of a problem with processing registrations, materials, answers, score reports, scoring the test, or score reporting, College Board will correct the error, if possible, or may schedule a makeup test for impacted test takers. This is your sole remedy in relation to such issues. College Board will communicate what your options are if one of these scenarios applies to you. College Board has sole discretion in determining whether to score corrupted and irrecoverable answers that are eventually recovered.
- h. You must follow the local policies of your school. All personal property brought into the test site, such as purses, bags, backpacks, mobile phones, calculators and other electronic devices, may be subject to search at the discretion of College Board and testing staff. Searches may include the use of tools or other methods that detect prohibited devices and/or their use. College Board and testing staff may confiscate and retain for a reasonable period of time any personal property suspected of having been used, or capable of being used, in violation of our test security and fairness policies, for further investigation.
- i. College Board and your school will not be responsible for personal property, including prohibited items, brought to the test site on test day that becomes lost, stolen, or damaged.
- j. You may not attempt to take the digital PSAT 8/9 more than 1 time. You cannot take the test at different schools. You may only have 1 valid score for the test window.
- k. Your school has sole discretion on when the test will be administered during the testing window and has the right to modify the test date in its sole discretion.

## Section 7.

### ***Policies and Requirements***

- a. All College Board policies and requirements referenced in these Testing Rules, as well as those located at [satsuite.collegeboard.org/psat-8-9/taking-the-test](https://satsuite.collegeboard.org/psat-8-9/taking-the-test), [satsuite.collegeboard.org/psat-8-9/taking-the-test/what-to-bring-leave/what-to-bring](https://satsuite.collegeboard.org/psat-8-9/taking-the-test/what-to-bring-leave/what-to-bring), and [satsuite.collegeboard.org/psat-8-9/scores](https://satsuite.collegeboard.org/psat-8-9/scores) are part of these Testing Rules.
- b. College Board may update its policies and requirements from time to time, including without limitation Testing Device requirements, and they are subject to change up to 1 week prior to your test date.



## Section 8.

### ***Intellectual Property Rights***

- a. All College Board tests, including digital PSAT 8/9, 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.
- b. All software, webpages, algorithms, processes, and technologies, including the Exam App through which you access and take the exam, your answers are scored, and the test is secured and proctored, but excluding your device, your internet service provider (ISP) and the public internet, belong to College Board and its licensors.
- c. You shall not screenshot or attempt to make any image, copy, or download Test Content or the Exam App. You shall not attempt to decompile, reverse engineer, or disassemble the Exam App.
- d. All answers you submit on the digital PSAT 8/9 are owned by College Board, and these may be used by College Board for any purpose, subject to the Privacy Policies located on the College Board website, and these Testing Rules.

## Section 9.

### ***Arbitration of Disputes and Class Actions Waiver***

- a. General Arbitration Rules (“**General Arbitration Rules**”)
  - i. 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.
  - ii. 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 digital PSAT 8/9, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, or the Score Validity Process, 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 located at [adr.org](http://adr.org).
  - iii. Disputes relating to the Score Validity Process (defined in the “Invalid Scores” section herein) are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.
  - iv. 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.
  - v. 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.
  - vi. 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.
  - vii. 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.

- viii.** 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.
- b.** Supplemental Arbitration Rules for the Score Validity Process (**"Supplemental Arbitration Rules"**)
- i.** If you receive a notice from us that your scores are subject to the Score Validity Process, you may be provided with the option to choose arbitration. In addition to the General Arbitration Rules, the below rules will apply.
  - ii.** The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.
  - iii.** This arbitration will be based only on (i) the documents you submitted to College Board pursuant to the Score Validity Process and (ii) College Board documents unless otherwise agreed by the parties or required by the arbitrator.
  - iv.** If the arbitrator finds that College Board did not act in good faith in deciding to cancel your scores, your scores will not be canceled (or they will be reinstated, if applicable).
  - v.** All other disputes with College Board will be resolved solely by the General Arbitration Rules in Section 9(a) above.
- c.** Notwithstanding the foregoing arbitration provisions in Sections 9(a) and 9(b) above, either party may take a claim to small claims court instead of arbitration if the party's claim is within the jurisdiction of the small claims court, as permitted in the AAA Consumer Arbitration Rules. If either party institutes an action in small claims court, you and College Board agree to accept the findings of the small claims court as a final resolution of the parties' dispute and not to appeal the small claims court's decision or pursue any other claim (including a claim asserted in arbitration) relating to that dispute.

## Section 10.

### ***Venue and Waiver of Jury Trial***

All disputes arising from or related to these Terms and Conditions that are not subject to arbitration under Section 9 shall be resolved exclusively in the state and federal courts located in New York County, New York State, and each party to these Terms and Conditions irrevocably consents to the jurisdiction of such courts. Each party expressly waives any right to a jury trial in any lawsuit arising from or related to these Terms and Conditions.

## Section 11.

### ***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 ANY TEST ADMINISTRATION BY COLLEGE BOARD, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO COLLEGE BOARD (IF APPLICABLE) OR \$100.00, WHICHEVER IS GREATER. IN ADDITION, COLLEGE BOARD WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES.

## Section 12.

### ***Disclaimer of Warranties***

COLLEGE BOARD MAKES NO WARRANTIES REGARDING THE DIGITAL PSAT 8/9, PSAT 8/9 CONTENT, OR THE APPLICATION INCLUDING WITHOUT LIMITATION A WARRANTY THAT THE TESTING EXPERIENCE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACCEPT PSAT 8/9, PSAT 8/9 CONTENT, AND TESTING APPLICATION AS IS.

## Section 13.

### ***Severability***

If any provision or part of this Agreement is held 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 extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

## Section 14.

### ***Restricted Registrations***

College Board, along with our service providers overseas, is subject to U.S. economic sanctions, laws, and regulations and is prohibited from providing testing services to, or accepting registrations from, persons residing in certain areas or designated by the U.S. government as Specially Designated Nationals and Blocked Persons (collectively, “**Sanctioned Persons**”), unless specifically licensed or otherwise authorized by the U.S. government. If a Sanctioned Person attempts to register despite U.S. sanctions that prohibit College Board from doing business with such Sanctioned Person, College Board or a U.S. financial institution may block the registration or payments submitted by or for such Sanctioned Persons. If payment is not blocked, College Board is required to cancel the registration and may not be able to refund the payment. Please contact digital PSAT 8/9 Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or the website of the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) to obtain the current list of sanctioned programs and Sanctioned Persons.

## Section 15.

### ***Accessibility of These Terms and Conditions***

If you have difficulty accessing these Terms and Conditions, including our policies and requirements, please contact College Board Customer Service at 866-433-7728 (+1-212-713-8105 internationally) or [satsuite.collegeboard.org/contact-us](https://satsuite.collegeboard.org/contact-us) in advance of registering or taking the PSAT 8/9. We will be happy to provide these Terms and Conditions in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Terms and Conditions.