

**PSAT 8/9**

Testing Rules

Revised: July 1, 2024

The following content represents the PSAT 10 Testing Rules as they appeared on satsuite.collegeboard.org/psat-8-9/testing-rules from the revised date listed above through Jan. 5, 2025. These testing rules 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/archive for the testing rules that apply to you.

Introduction

This is a legal contract between you and College Board.

WARNING. There are serious consequences for not following the rules. You may be dismissed from the test. Your test may not be scored, or your scores may be canceled. You may be banned from taking future College Board tests. Your conduct may be reported to your high school and colleges to which you apply.

NOTE. See Section 9 for how disagreements between you and College Board will be handled.

Section 1.

Taking the PSAT 8/9

The PSAT 8/9 is a digital test. You will take the PSAT 8/9 at school, on a testing device, using an app called Bluebook™.

- Your testing device must be one of the following:
 - ◆ Windows laptop or tablet,
 - ◆ Mac laptop,
 - ◆ iPad,
 - ◆ Chromebook managed by your school.
 - ◆ In some cases, you may be able to take the PSAT 8/9 on a desktop computer in a school computer lab.
- You cannot use any other devices to take the PSAT 8/9. You **cannot** take the PSAT 8/9 on a mobile phone.
- Your testing device must have enough charge to last the duration of the exam and setup. Make sure your device is running on an approved operating system. See bluebook.collegeboard.org/students/approved-devices for more information.
- Bluebook must be downloaded to your testing device before you can take the PSAT 8/9. If your testing device is managed by your school, your school may download Bluebook

for you. It is your responsibility to check if your school did so. If you are using your own testing device, you will need to download Bluebook yourself. You can download Bluebook from the College Board website at bluebook.app.collegeboard.org.

- Before test day, use the sign-in ticket provided by your school to sign-in to Bluebook. Once you sign in, follow the instructions in the app. Many students will complete these steps during a digital readiness check run by their school.
- On test day, your school will direct you to your testing room. In your testing room, you will connect to your school's internet. Your proctor will give you credentials to sign-in to Bluebook. Follow all instructions.
- If you are not testing at a school that you regularly attend, you must bring an acceptable photo ID. Visit sat.org/id-requirements to learn about acceptable photo IDs.
- You MAY bring the following to the test.
 - ◆ A power cord and/or a portable charger. There is no guarantee that you will have access to an outlet for charging.
 - ◆ An external mouse and mouse pad.
 - ◆ An external keyboard, if you are testing on a tablet.
 - ◆ A calculator that meets the requirements located at satsuite.collegeboard.org/psat-8-9/taking-the-test/what-to-bring-leave/calculator-policy. Before testing, you will be asked to clear all saved formulas on a calculator you bring. There is also a Desmos graphing calculator in Bluebook that you can use instead of bringing your own if you wish. Either way, you can use a calculator for the entire Math section.
 - ◆ Pen or pencil for scratch work. This pencil does not have to be a No. 2 pencil. Proctors will give you paper before the test begins.
- Close all applications other than Bluebook before the test begins. You are not allowed to have any other apps open on your testing device during testing. You are not allowed to paste work into Bluebook from another program or application. The only students exempt from this rule are those who have been approved for certain testing accommodations.
- An internet connection is required to start the test and to submit your answers at the end of the test. You will receive instructions from your proctor on test day if there is an internet outage.
- There are two sections of the PSAT 8/9. The first section is Reading and Writing and the second section is Math. Each section of the PSAT 8/9 has 2 modules (parts). Once you leave a module, you cannot return to it.
- Bluebook has a timer that will count down the minutes and seconds remaining in each module. You can hide the timer until the last 5 minutes of the module.
- You must stay for the full length of the standard time test. You cannot submit your answers before the standard timer runs out.
- Enter all your answers into Bluebook.
- Do not close the lid or cover the screen of your testing device until your answers are submitted. Doing so may prevent your answers from being submitted.
- If your answers were successfully submitted, you will see a confirmation screen. If your testing device is not connected to the internet when the PSAT 8/9 ends and your answers are not submitted, you have until 11:59 p.m. local time the next day to reconnect to the internet and submit your answers.
- Generally, College Board will score all tests that have been started. If your answers are not complete, you may not receive a score or your scores will be reported to you and may be used by states and districts only for educational guidance purposes
- Some students may be approved to take the PSAT 8/9 using a pencil and paper test as a testing accommodation. In this case, students will circle their answers in the test book. Students must circle only 1 answer for each question. If the student circles more than 1 answer, the answer will be marked as wrong. Answers will be entered manually into Bluebook.

Section 2.

Items You Cannot Bring to the PSAT 8/9

- You may NOT bring the following items to the PSAT 8/9:
 - ◆ Electronic equipment including phones, smartwatches, fitness trackers, wearable technology, cameras, recording or listening devices, or any other type of electronic or communication device (other than your testing device and any technology that you have as a testing accommodation),
 - ◆ All stylus pens, Apple pens, smart pens, iPad pencils, and other electronic writing instruments,
 - ◆ Books, reference guides, notes, compasses, protractors, dictionaries, highlighters, or colored pencils,
 - ◆ Papers of any kind, except for scratch paper provided by proctors and collected at the end of the test,
 - ◆ Watches that beep, make a noise, or have an alarm,
 - ◆ Calculators that do not meet College Board requirements,
 - ◆ Detachable privacy screens,
 - ◆ Reference guides, keyboard maps, or other typing instructions,
 - ◆ Ear plugs,
 - ◆ Headphones, and
 - ◆ Weapons or firearms.

Please note that some of the items on the above list may be allowed for students with certain testing accommodations.

Section 3.

Behaviors That Are Not Allowed

- You are NOT allowed to do or attempt to do the following:
 - ◆ cheat or otherwise get an unfair advantage on the PSAT 8/9,
 - ◆ copy or record test questions, memorize questions for the purpose of writing them down later, take a screenshot during the test,
 - ◆ hack into or interfere with Bluebook or get around Bluebook's security features,
 - ◆ have any applications running on your testing device other than Bluebook or approved technology,
 - ◆ access or use any digital resource(s) or website(s) during the test or breaks,
 - ◆ fail to turn in or store away a mobile phone by following your school's process,
 - ◆ use an answer key or receive information from other persons about test questions,
 - ◆ discuss or share information about test questions with others,
 - ◆ talk to or otherwise communicate with others during the test,
 - ◆ allow anyone to see your test questions or answers or attempt to see or copy others' test questions or answers,
 - ◆ look at notes, electronic devices, textbooks, websites, or any other resources during the test or during breaks,
 - ◆ have information on your clothing, shoes, or body,
 - ◆ wear a brimmed cap or a hood on a hooded shirt or jacket during the test,
 - ◆ share a calculator with another person or use a calculator on any test section other than the Math section,
 - ◆ leave the testing room permanently prior to the end of all sections of the test,
 - ◆ take a testing device from the testing room or test site during the test or breaks,

- ◆ go to a locker or leave your designated testing area at any time during the test and breaks,
- ◆ attempt to take the test for someone else or have someone else take the test for you,
- ◆ provide false information to College Board,
- ◆ disturb others during the test,
- ◆ engage in unruly, aggressive or violent behavior, or
- ◆ fail to follow these rules or directions given by the testing staff.

Section 4.

Score Cancellation

- a. Score Cancellation and Disciplinary Measures.** If College Board determines that your scores are invalid under Section 4(b) below, or you have committed 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, dismiss you from the test, not score your test, cancel your scores, prevent you from taking future College Board tests (including the SAT, Advanced Placement® (AP®) and CLEP® Exams), and/or share information with others as described in Section 4(f) below.

CAUTION! THE CONSEQUENCES OF CHEATING ON THE 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 rules 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 Bluebook for this test) or through your school. We will then offer you 3 choices: Voluntary score cancellation, a retest (if during the testing window and available at the test site), or an opportunity to give us additional information and request a further review by a College Board panel. If you choose 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 choices: voluntary score cancellation, a retest (if during the testing window and available at the test site), or binding arbitration (or small claims court) as described below. If the retest option is available at your test site and you choose this, you may not review scores from the test under review—such scores will be canceled. The process described in this Section 4(b) is called the “*Score Validity Process*.” Additional information about security measures and consequences of violating security policies is on the College Board website at satsuite.collegeboard.org/sat/test-security-fairness. The binding arbitration (or small claims court) option is available only for tests administered in the United States and U.S. territories.
- c. Misconduct.** If we determine, in our sole discretion, that there is overwhelming evidence that you did not follow these rules (“*Misconduct*”), the Score Validity Process will not be offered to you. Instead, we may cancel your scores and/or take any of the Measures described above. Examples of Misconduct are doing or attempting to do the following: use an answer key, mobile phone, the internet, or an application other than Bluebook; removed the test or answers; disrupted the College Board server or Bluebook through a cyberattack or other activity; duplicated the test or Bluebook; or altered the test, answer keys, or any data after testing was complete. Misconduct may be shown in many ways. For example, Misconduct may be shown through observations during the test or by evidence discovered after the test.
- d. Testing Irregularities.** We may cancel your scores if we determine that any testing irregularity occurred (collectively “*Testing Irregularities*”). Examples of Testing Irregularities include problems with the test, irregular circumstances, or events associated with a test that may affect 1 or more test takers. Examples of this are errors like improper seating, improperly admitting someone to the test, giving an accommodation that is not approved by College Board, defective materials, defective equipment, technical issues like a Bluebook malfunction, testing device malfunction, hardware issues, or an internet outage. These also include evidence of possible preknowledge of the test, and disruptions of the test

caused by internet disruptions, natural disasters, weather events, epidemics or pandemics, wars, riots, 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 rules. 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 only fix 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 these rules, or any suspicion concerning the security of any College Board test, by immediately reporting this information to College Board online at forms.collegeboard.org/reportcheating or by emailing us at collegeboardtestsecurity@collegeboard.org.
- f. **College Board Sharing Information with Others.** 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 others outside of College Board. This includes your school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient, government agency in the United States or abroad, parents, legal guardians, or law enforcement. College Board may also share such information with others that have a good reason for knowing the information or who may be able to help College Board in its investigation or who may be conducting their own investigation. College Board may answer questions from any institution to which you submitted a score. If you make public 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 are located at collegeboard.org/privacy-center (“*Privacy Policies*”), and also available to you under **Help** on the Bluebook homepage. Privacy Policies are part of these rules. You consent to the collection, use, and disclosure by College Board of your information, including personally identifiable information, described in the Privacy Policies and in these 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 on the College Board website at collegeboard.org/privacy-center prior to each test administration.
- b. **Your Testing Device and Activity Data.**

Your Testing Device Data: When you download and use Bluebook, College Board will receive certain information about your testing device. This includes things like device type, operating system type and version, applications and processes running on your testing 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 Bluebook, 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 Bluebook.

Testing Device Data and Activity Data: Your testing device Data and Activity Data (collectively, “*Data*”) may be used by College Board to make sure your testing device is compatible with Bluebook, 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 when they are providing services to College Board, and we may disclose aggregated data (combined data of test takers that does not identify you) and de-identified data (data that does not have information to identify you). 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 Bluebook, including any misuse of Bluebook. You will also be asked to type specific sentences in Bluebook. Neither Data nor those typed sentences are used for biometric identification.

c. Educational Reporting.

We send your scores, data from your scores, and other information you provide during testing to your school and district. In addition, this information 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 their scores 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.** Score Cancellation. Students who do not want their scores reported may request a cancellation by asking staff to submit a student-requested cancellation form on test day. After that, cancellation requests must be made within 5 days of the test day. In some instances, scores may still be shared with schools, states, or districts.
- b.** College Board scores PSAT 8/9 exams in its sole discretion.
- c.** If you are testing at a school that you do not regularly attend, make sure your regular school downloads Bluebook to your school computer. If you bring your own testing device, you must download Bluebook yourself. College Board will provide public deadlines and guidelines for those not testing at their regular school. Schools have the leeway to decide whether to allow you to test at a school you don't attend.
- d.** For security purposes, College Board may, in its sole discretion, decline to register you or administer a College Board test to you.
- e.** If College Board determines that you may be in danger, we may contact your parents, your guardians, your high school, law enforcement, and others. We may share information about you, including your personal information, with those we contact.
- f.** For security purposes, College Board (or someone who works for College Board) may collect recordings like images, video, or audio of you at your test site. Recordings are retained as long as reasonably necessary. College Board may disclose these recordings to law enforcement and/or as reasonably necessary to protect the rights and property of College Board or others.
- g.** College Board takes steps to make sure registration records, answers and scores are properly managed. In the unlikely event of a problem, College Board will correct the error, if feasible. You may have to retest. College Board has sole discretion in deciding whether to score lost or corrupted answers that are eventually recovered.
- h.** Personal property that you bring to the testing site, such as purses, bags and backpacks, may be searched. College Board may use tools that detect prohibited devices. College Board and testing staff may take personal property that could be used in violation of these rules. College Board will hold this property for a reasonable amount of time for investigation.
- i.** College Board is not responsible for any personal property.
- j.** You should take the PSAT 8/9 only 1 time during the testing window. In the event of a Testing Irregularity as described above, you are permitted up to 2 retests.
- k.** Your school has sole discretion on when the test will be administered during the testing window and has the right to change the test date in its sole discretion.
- l.** College Board is not responsible if you don't follow directions, steps, instructions or these rules relating to taking the PSAT 8/9. You may be prevented from testing in the sole discretion of College Board if you don't follow the rules.
- m.** You may submit a report to College Board if you think there is an error or something that is unclear in a test question. If so, College Board may need to hold your PSAT 8/9 score for this review. Your score may not be available by the published release date for your test.

Section 7.

Policies and Requirements

- a. All College Board policies and requirements described in these rules, as well as those located on the College Board website at satsuite.collegeboard.org/psat-8-9, and linked information therein, are part of these Rules.
- b. College Board may update its policies and requirements from time to time. These updates may relate to the types of testing devices that you can use for the PSAT 8/9. These policies can be changed up to 1 week prior to your test date. You must review these prior to each test.

Section 8.

Intellectual Property - Ownership of Materials

- a. The PSAT 8/9, practice PSAT 8/9 tests, Bluebook, College Board’s websites (CollegeBoard.org), and all software, processes, algorithms and other technologies used in connection with these (called “CB Property”) belong only to College Board and its licensors. You have no rights in or to CB Property other than a personal license to use College Board properties for their intended purposes and subject to their terms.
- b. Attempting to copy, download, decompile, or reverse engineer any CB Property is strictly prohibited. Taking screenshots of the PSAT 8/9 is strictly prohibited.
- c. Test answers and other testing materials you submit to College Board are owned by College Board. You have an independent right to your test scores, including the right to access, retain, and use your scores, except as otherwise described in these rules.

Section 9.

ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER

- a. General Arbitration Rules (“*General Arbitration Rules*”)

All disputes between you and College Board (each a “party”) that relate in any way to registering for, participating in, or taking the 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 (defined in the “Invalid Scores” section herein), 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. Disputes relating to the Score Validity Process are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined in Section 9(b) below. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.

Either party can seek to have a claim resolved in small claims court if the rules of that court will allow it. Additionally, and except for disputes relating to the Score Validity Process under the Supplemental Arbitration Rules below, 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 these Rules, 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 these Rules or (b) the interpretation of the prohibition of class and representative actions contained in these Rules.

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 Subsection 9(a) has 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 an arbitration, nor assess any fees for an arbitration, that has not met the requirements of this Subsection 9(a). If the arbitration is already 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, the 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 an 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 telephonic 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 that 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 section, and it is the intent of the parties that the FAA will 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 bring a claim only on their own behalf and cannot seek a relief that would affect other individuals. Unless all parties agree otherwise, the arbitrator will 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.

b. Supplemental Arbitration Rules for the Score Validity Process (“*Supplemental Arbitration Rules*”)

If you receive a notice from College Board 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, except as set forth herein, the below rules will apply.

The sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the Score Validity Process.

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.

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).

All other disputes with College Board will be resolved solely by the General Arbitration Rules in Section 9(a) above, except as set forth herein.

Section 10. ***Venue and Waiver of Jury Trial***

All disputes (disagreements) arising from or related to these Rules that are not resolved under Section 9 shall be resolved only in the state and federal courts located in New York County, New York State, and each party to these Rules 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 Rules.

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 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 THE PSAT 8/9, PSAT 8/9 CONTENT, AND TESTING APPLICATION AS IS.

Section 13. *Severability*

If any provision or part of these Rules 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. You consent to use of your personally identifiable information by College Board to verify whether you are a Sanctioned Person. 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 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 Rules*

If you have difficulty accessing these Rules, 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 in advance of registering for or taking the PSAT 8/9. We will be happy to provide these Rules in an alternative format or assist you in some other manner as reasonably necessary to enable you to access these Rules.