SAT

July 20–Nov. 1, 2026

SAT SCHOOL DAY

Testing Rules

Revised: November 2, 2026

IMPORTANT: The following content represents the SAT School Day Testing Rules as they appeared on satsuite.collegeboard.org/testing-rules/sat from July 20–Nov. 1, 2026. Consult satsuite.collegeboard.org/testing-rules/sat/archive for other archived versions of the testing rules.

Introduction

These Testing Rules (***"Rules"***) are a legal contract between you and College Board. They set forth important rules you must follow related to taking the SAT®, referred to as a "**Test**" or "**SAT**" in these Rules. Please read them carefully.

IMPORTANT: Any attempt to gain an unfair advantage on the Test—including through cyber or digital methods, disabling test security features, or using unauthorized smart devices—is strictly prohibited and will result in disciplinary measures and consequences, including score cancellation and other sanctions. College Board uses advanced methods to detect and investigate this behavior.

NOTE: See Section 10 for how disagreements between you and College Board will be handled.

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Section 1. *Taking the Test*

- The SAT is a digital test. You will take the Test on an app called Bluebook™.
- Your testing device must meet College Board requirements. A list of approved testing devices and requirements may be found at **bluebook.collegeboard.org/technology/devices/requirements** and **bluebook.collegeboard.org/students/approved-devices**. Testing device and system requirements are subject to change without prior notice to you, and College Board retains sole discretion to block or disable access to Bluebook for reasons of test security.
- You cannot test on a mobile phone.
- **Allowed Items.** In addition to your testing device that meets College Board requirements, you may bring the following to the Test:
  - a power cord and/or a portable charger (however, there is no guarantee that you will have access to an outlet for charging),
  - an external mouse and mouse pad,
  - a pen or pencil for scratch work, and
  - a calculator that meets the requirements located at **satsuite.collegeboard.org/sat/what-to-bring-do/calculator-policy**. Before testing, you will be asked to clear all saved formulas on a calculator you bring. There is also a calculator in Bluebook that you can use instead of bringing your own if you wish.
- Bluebook must be downloaded to your testing device before you can take the Test. 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**.
- Close all applications other than Bluebook before the Test begins. You are not allowed to have any other apps running on your testing device during testing. You are not allowed to paste work into Bluebook from another program or application. Certain approved testing accommodations may allow for exceptions to this rule.
- 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 student 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.
- If you are not testing at a school that you regularly attend, you must bring an acceptable photo ID. See **sat.org/id-requirements** to learn about acceptable photo IDs.
- Follow all directions from testing staff and from Bluebook.
- You will be required to acknowledge your agreement to these Rules before testing.
- An internet connection, provided by your school only, 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.
- The Test has 2 sections. The first section is Reading and Writing, and the second section is Math. Each section of the Test has 2 modules (parts). An Essay section may also be required by your state. Once you leave a module, you cannot return to it.
- Enter all answers into Bluebook.
- You must stay for the full length of the standard time Test. You cannot submit your answers before the standard timer runs out.

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- 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 Test 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.
- Some test takers may be approved to take the Test using a paper test as a testing accommodation. In this case, test takers will select their answers in the test book. Test takers must select only 1 answer for each question. If the test taker selects more than 1 answer, the answer will be marked as wrong. Answers will be entered manually into Bluebook by testing staff or by College Board.
- Generally, College Board will score all Tests that have been started. If your answers are not complete, you might not receive a score or your scores might be reported to you and may be used by your school, state, or district only for educational guidance purposes.

NOTE: College Board reserves the right to make changes to testing procedures and these Rules at any time, including for test security purposes.

Section 2. *Items You Cannot Bring to the Test*

- You may NOT bring the following items to the Test or access them during breaks:
  - electronic equipment, including phones, smartwatches, smart glasses or any eyewear that provides access to the internet or to any AI feature or service, fitness trackers, wearable technology (***"wearables"***), haptics, cameras, recording or listening devices, or any other type of electronic or communication device (other than your approved testing device, approved calculator, and any technology where you have an approved testing accommodation)
  - stylus pens, Apple Pencils, smart pens, iPad pencils, and other electronic writing instruments
  - books, reference guides, notes, compasses, protractors, dictionaries, highlighters, or colored pencils
  - papers of any kind (scratch paper will be provided by testing staff and collected at the end of the Test)
  - watches that beep, make a noise, or have an alarm, or any type of timer
  - calculators on the prohibited list located at **satsuite.collegeboard.org/sat/what-to-bring-do/calculator-policy**
  - detachable privacy screens
  - reference guides, keyboard maps, or other typing instructions
  - headphones, earbuds (wired or wireless), ear plugs, or any in-ear or over-ear audio devices, including those with Bluetooth or noise-canceling capabilities, whether they are powered on or off
  - weapons or firearms

Please note that some of the items on the above list may be allowed, or required, for students with certain testing accommodations (for example, some students may be required to bring headphones).

IMPORTANT: If you wear glasses or if testing staff suspect you have any prohibited item listed above, testing staff may request to examine such glasses or item to determine compliance with these Rules, and you agree to comply with any such request. You understand and agree that testing staff may prevent you from testing with prohibited glasses or items in your possession (or on your person) that they suspect enable the ability to capture images, video, or screenshots; access the internet; or communicate in any way with an AI service or any person.

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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 Test
  - interfere with, defeat, circumvent, disable, change, or bypass any test security features, device security settings, or device testing or lockdown modes (e.g., Kiosk mode)
  - use or have on your testing device any malware or other software that could be used to capture content and/or facilitate cheating
  - disable antivirus software on your testing device
  - run any application on your testing device other than Bluebook or approved technology during the Test
  - copy or record Test questions, memorize questions for the purpose of writing them down later, or take a screenshot during the Test
  - access or use any phone or other mobile or internet-connected device during the Test or breaks
  - access or use any digital resource(s) or website(s) during the Test or breaks, including AI tools such as ChatGPT, Photomath, and similar apps
  - fail to turn in or store away a mobile phone following your school's process
  - use an answer key or receive information from other people 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 hat or head covering (except when worn for medical or religious reasons; if a hooded garment is worn, the hood must remain down)
  - share a calculator with another person
  - use a calculator on any Test section other than the Math section
  - leave the testing room after you are finished without being dismissed by staff
  - take a testing device from the testing room or school during the Test or breaks
  - go to a locker at any time during the Test or breaks
  - 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
  - fail to follow these Rules or directions given by the testing staff
  - deliberately create fake or multiple College Board student accounts including, without limitation, bot-generated registrations or other registrations created through automated methods

Section 4. *Artificial Intelligence*

College Board may use artificial intelligence, machine learning, and other computational methods (collectively, ***"AI"***), including in the development and scoring of tests and for test security purposes. The use of AI is monitored and is designed to help improve efficiency and fairness.

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Section 5. *Disciplinary Measures, Consequences, and Testing Irregularities*

For a standardized test to be valid, reliable, fair to all test takers, and useful to colleges and other educational institutions, all test takers must follow the same rules without exception. A test taker who receives a score they did not earn creates a disadvantage for every other test taker and every institution that relies on those scores. Therefore, College Board cannot and will not issue scores it determines to be invalid.

a. **Disciplinary Measures and Consequences**
(i) **Disciplinary Measures**. If College Board determines, in its sole discretion, that there is evidence you violated or attempted to violate these Rules, we may impose measures (collectively, ***"Disciplinary Measures"***). Disciplinary Measures include, without limitation, the following: deny you admission to the Test; remove you from the testing room; stop your Test; require you to use a College Board–issued testing device; decline to score your Test; withhold or cancel your official scores; and share information with others as set forth in Section 5d below.

(ii) **Consequences.** In addition to Disciplinary Measures, if College Board determines, in its sole discretion, that there is substantial evidence you violated or attempted to violate these Rules, or if scores from more than one College Board test administration (including SAT, AP®, or CLEP®) are found invalid, College Board may impose additional consequences (collectively, ***"Consequences"***). Consequences may include, without limitation, prohibiting you from taking future College Board tests including SAT, AP, or CLEP.

If we impose Disciplinary Measures or Consequences, we will notify you in writing (via email if an email address is provided by you in Bluebook for this Test).

You may submit an Appeal as defined in the Appeals section below. You must notify us of your intent to Appeal in writing within 20 business days of your receipt of the email (the ***"Deadline"***) to the following email address: SecurityandFairness@collegeboard.org. This is called a ***"Notice to Appeal"***.

(iii) **Special Procedures for New York and California**: For domestic test takers (those with a U.S. address who test in the U.S.), if you take the Test in New York or California, in addition to the provisions in this Section 5, you will be given other options, such as an opportunity to voluntarily cancel your scores with a refund or retest. You will be given these options if, in our sole discretion, there is substantial evidence that you violated these Rules. However, if College Board determines there is overwhelming evidence you violated these Rules, you will not be eligible for these options.

b. **Appeals.** If you submit a Notice to Appeal by the Deadline, College Board will notify you of the basis of your Disciplinary Measures and Consequences (if applicable) and provide you an opportunity to respond (your ***"Appeal"***). If you submit your Appeal (by the date specified in College Board's notification), a senior member of the College Board test security team, who was not involved in the original decision to impose Disciplinary Measures or Consequences, will review your Appeal and render a decision, which will be binding and final. After that, you can choose to challenge College Board's decision through arbitration (as described in Section 10 below). **IMPORTANT:** You must submit your Appeal on time and receive a decision on that Appeal before you can go to arbitration or to small claims court to challenge Disciplinary Measures or Consequences. If you commence arbitration or go to small claims court before completing the Appeals process, your case will be dismissed.

c. **Testing Irregularities.** If College Board determines, in its sole discretion, that there has been a testing irregularity (collectively, ***"Testing Irregularities"***), we may choose not to issue you official scores or to cancel your official scores. Testing Irregularities are irregularities in the administration of the Test, which may affect one test taker or a group of test takers. Examples of Testing Irregularities include administrative errors (e.g., using accommodations not approved by College Board or defective equipment), network outages, system errors, and disruptions of testing administrations

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caused by events such as fire alarms, natural disasters, and other emergencies. When Testing Irregularities occur, we may cancel an entire test administration or individual registrations, decline to score all or part of the Test, not issue official scores, or cancel official scores. We may take these steps even if you did not cause or benefit from the Testing Irregularity. 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.

d. **College Board Sharing Information with Others.** We may share the results of test security investigations with others outside of College Board including, without limitation, Disciplinary Measures or Consequences imposed. 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 who have a good reason for knowing the information, 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 public any and all details of such matter.

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**.

Section 6. *Privacy*

a. **Privacy Policies.** College Board recognizes the importance of protecting your privacy. Our privacy policies are located at **privacy.collegeboard.org** (***"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 **privacy.collegeboard.org** 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 Test you take in Bluebook, including any misuse of Bluebook. You will also be asked to type specific

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sentences in Bluebook. Neither Data nor those typed sentences are used for biometric identification.

c. **BigFuture School.** If you are age 13 or older, take the Test within the United States, and decide to download the BigFuture® School mobile app and authenticate your identity in BigFuture School, then you may access the following educational services in the BigFuture School mobile application, as described below. We may also provide these educational services through other BigFuture School channels, such as a website portal exclusively for these services.

- **Score Information.** You may access your score(s) and other score information in BigFuture School. This is separate from a score report your school and/or district may provide to you. Score release dates will be posted online at satsuite.collegeboard.org/scores/score-release-dates.
- **Educational and Career Information from College Board.** We may provide you with educational information and recommendations about college and career options in BigFuture School. This may include, for example, AP Potential™, postsecondary options and opportunities, career pathways, scholarships, College Board National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies. We may customize this information based on certain demographic information from your school, district, or state, information you provide during testing, your score(s) on this test, and your activities in BigFuture School.

d. **Connections.** Connections™ is a free, voluntary program that connects students with information about nonprofit accredited colleges and universities (domestic and international), nonprofit scholarship providers, and government agencies administering educational programs (***"Eligible Organizations"***). Matches are made with Eligible Organizations that may align with student interests without sharing any of their personal information. If available in your state, district, and/or school, you may choose to opt in to Connections during testing in Bluebook or in the BigFuture School mobile application. You may also be able to do so through other channels.

- **Information Used to Make Connections.** When you opt in to Connections, we will match you with Eligible Organizations based on the information that you and your school, district, or state provide to us as part of this test, score ranges on any of your past and future SAT, PSAT/NMSQT®, PSAT™ 10, PSAT™ 8/9, and any AP Exams, which AP courses you are taking (included only if you are also participating in Connections through your AP course experience), your interests and preferences as controlled by you in BigFuture School, information you share in BigFuture School, and demographics and characteristics of students in which Eligible Organizations are interested. College Board will **not** share any of your personally identifiable information with any Eligible Organizations as part of Connections. We may provide reports and analytics to Eligible Organizations regarding your use of Connections, but only in de-identified and aggregated form.
- **Kinds of Information about Eligible Organizations Received.** You may receive information from us about Eligible Organizations to which you've been matched, including content about colleges that could be a good fit, information about scholarships you might be eligible for, advice about college access, and preliminary offers of admission. (For preliminary offers of admission: only your SAT score ranges may be used by us; your race and ethnicity will not be used; and there is no guarantee of admissions, scholarships, or financial aid. Any preliminary offers of admission you receive may require you to complete additional steps to enroll and to confirm information about you the college relied upon to make the offer, as determined by the college.)
- **How Information about Eligible Organizations is Provided.** You may receive these messages through the BigFuture School mobile application and email (if you choose to download BigFuture School, and/or provide your email as part of this test or later in BigFuture School, all of which is optional). If you use the BigFuture

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School mobile app, you will also see your matched Eligible Organizations and which ones are interested in you through the Connections features in the app.

- **How to Opt Out.** You can opt out of Connections at any time by an opt-out feature within the BigFuture School mobile application or by contacting College Board customer service at 866-630-9305. You can also control specific communication preferences as you use Connections, including through email/app notification controls within BigFuture School, an unsubscribe option within Connections emails, or by contacting College Board customer service at 866-630-9305.

More information about Connections is available at **satsuite.org/bigfutureschool**.

e. **Scholarship Programs.** College Board automatically sends your scores and personally identifiable information to the U.S. Presidential Scholars Program for test takers in all states, the District of Columbia, U.S. territories, and Puerto Rico, and for U.S. citizens abroad. In addition, based on your mailing address or high school, this information may also be sent to state scholarship and recognition programs in various states, including, by way of example only, Alaska, Georgia, Illinois, Kentucky, Missouri, North Dakota, Tennessee, and West Virginia. This information is used by such programs to consider your eligibility for a scholarship or recognition program. College Board is not involved in any of the selection or decision making for any of these scholarship programs.

- **Opt-out:** You can opt out by contacting customer service at **inquiry@collegeboard.org**.

f. **State Direct Admissions Programs.** Based on your mailing address or high school, College Board may automatically send your scores and personally identifiable information to state government agencies that are operating direct admissions programs on behalf of their state public higher education institutions. This information is used by such programs to facilitate and administer these programs, including to consider your eligibility for direct admissions to the participating state public higher education institutions, and may be disclosed to those institutions. There is no guarantee of admissions, scholarships, or financial aid. Any offers of direct admission you receive may require you to complete additional steps as defined by the state public higher education institution(s), such as to confirm your admission and enrollment, as well as to be considered for financial aid. The state government agency operating the direct admissions program for the state public higher education institutions and each institution make the decision on offers of direct admission. College Board is not involved in any of the selection or decision-making by these state direct admissions programs.

- **Opt-out:** You can opt out by contacting customer service at **inquiry@collegeboard.org**.

g. **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.)
- When you request that we send your scores to colleges or other organizations as designated by you during school day testing, we send your scores as well as certain demographic information from your school, district, or state and other information you provide during testing sufficient for identity matching to those colleges and organizations in accordance with the College Board website at **sat.org/scores**. We may share with your state, school, and district the names of the organizations you select for your free score sends available to you when you take the Test.
- When you request that we send your scores to colleges or other organizations through your personal College Board account, we send your scores as well as certain demographic information and other information you provide to

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College Board to those colleges and organizations in accordance with the College Board website at **sat.org/scores**.

Section 7. *Miscellaneous*

a. College Board scores the Test in its sole discretion.

b. 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, but will not be shared with other audiences.

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. In the event of a test security–related concern, public health threat (including without limitation an epidemic or pandemic), natural disaster, terrorist act, civil unrest, or other unexpected event or circumstance, College Board may cancel testing for all or a specific group of test takers in its sole discretion. When this occurs, College Board will notify you in advance if feasible. We will communicate test cancellations and, when feasible, alternate Test dates for affected test takers.

e. In the very rare case that College Board is unable to confirm a complete set of test responses, we will report your score to you with a "Score Sends Held" designation. Incomplete responses could negatively affect your scores, so we will not report them to colleges, universities, or scholarship programs you selected in your score sends unless you contact us to request otherwise. You must call customer service at 866-630-9305 (+1-212-713-8000 internationally) to confirm release of these score sends.

f. For security purposes, including to protect the security and integrity of our tests, College Board may, in its sole discretion, decline to register you or administer a College Board test to you, prevent you from proceeding with a test, dismiss you from a test, or require you to use a College Board testing device. College Board may also cancel your registration.

g. If College Board determines that you or others 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.

h. For security purposes, including to protect the security and integrity of our tests, College Board (or someone who works for College Board) may collect recordings like images, video, or audio of you at your school. 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.

i. Your Test may include questions that do not count toward your score. These questions may show up in any of the test sections. They are being pretested for future Test administrations. Testing time for the Test takes these questions into account.

j. 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.

k. Additional information for test takers regarding the purpose of the Test is located at **satsuite.collegeboard.org/digital/test-security-fairness**.

l. Personal property that you bring to the school, such as purses, bags, and backpacks, may be searched. College Board may use tools that detect prohibited devices, such as metal-detecting wands used on individuals and personal property. 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.

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m. College Board is not responsible for any personal property.

n. You should take the Test only 1 time during the testing window. In the event of a Testing Irregularity as described above, you are permitted up to 2 retests to obtain a valid score. Only 1 valid score will be recognized for the testing window. If you test more than once, other than for an authorized retest, College Board will cancel the most recent score to preserve fairness.

o. 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.

p. College Board is not responsible if you don't follow directions, steps, instructions, or these Rules related to taking the Test. You may be prevented from taking the Test or finishing the Test. You may also be prevented from taking other College Board assessments in the future. These decisions are in the sole discretion of College Board.

q. You may submit a report to College Board if you think there is an error or something is unclear in a Test question. If so, College Board may need to hold your Test score for this review. Your score may not be available by the published release date for your Test.

Section 8. *Policies and Requirements*

a. All College Board policies and requirements described in these Rules, as well as those located at **satsuite.collegeboard.org/sat/what-to-bring-do**, **sat.org/test-security**, **sat.org/scores**, and **sat.org** (and information linked therein), are part of these Rules.

b. College Board may update these Rules, and its policies and requirements from time to time. Updates may include changes to the types of testing devices that are permitted for the Test and may also be for test security purposes, including requiring you to test on a College Board–issued device. Changes may be made up to 1 week prior to your Test date and you must review these prior to each Test.

Section 9. *Intellectual Property - Ownership of Materials*

a. All content contained within the Test, practice Tests, the Student Question Bank, the Educator Question Bank, Bluebook, College Board's websites (**collegeboard.org**), and all software, processes, algorithms, and other technologies used in connection with these (collectively, ***"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 CB Property for its intended purposes and subject to its terms.

b. Attempting to copy, download, decompile, or reverse engineer any CB Property is strictly prohibited. Taking pictures or screenshots of the Test 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 10. *ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER*

All disputes between you and College Board (each a ***"party"***) that relate in any way to registering for, participating in, or taking the Test, including but not limited to requesting or receiving test accommodations, score reporting, the use of your data, test security issues, and Appeals, will exclusively be resolved in binding arbitration or small claims court. By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury except as set forth below.

Either party can seek to have a claim resolved in small claims court if the rules of that court will allow it. Additionally, if the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or College Board may elect to have the claims heard in small claims court, rather than in arbitration, at any time before an arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court

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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, send the notice of dispute by first-class mail, FedEx, or UPS. Please address to College Board, Legal Department, 225 Liberty Street, New York, NY 10281. Alternatively, you (or your counsel) can send the notice of dispute to **legalhelp@collegeboard.org**. A member of College Board's Legal Department will then contact you (or your counsel) to attempt to resolve the dispute through informal good faith negotiations as described below. College Board will send its notice of dispute 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. However, if the complainant did not file a timely Appeal (in accordance with Section 5 above), the complainant has waived their rights to challenge Disciplinary Measures and Consequences and any challenges to the same shall be dismissed. The statute of limitations and any filing fee deadlines will be tolled while the parties engage in this informal dispute resolution process. If any aspect of the requirements in this Section 10 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 Section 10. 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

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prejudice, unless the complainant shows good cause as to why the complainant was not able to attend the conference, hearing, or mediation.

The 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 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.

If the complainant challenges College Board's decision of an Appeal, the sole issue for the arbitrator to decide is whether College Board acted in good faith and followed the procedures set forth in these Rules and the arbitration will be based only on (i) documents complainant submitted to College Board and (ii) College Board documents, unless otherwise agreed by the parties or required by the arbitrator.

Section 11. *Venue and Waiver of Jury Trial*

All disputes (disagreements) arising from or related to these Rules that are not resolved under Section 10 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 12. *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

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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 13. *DISCLAIMER OF WARRANTIES*

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

Section 14. *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 15. *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 SAT customer service at 866-630-9305 (+1-212-713-8000 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 16. *Accessibility of These Rules*

If you have difficulty accessing these Rules, including our policies and requirements, please contact College Board customer service at 866-630-9305 (+1-212-713-8000 internationally) or **satsuite.collegeboard.org/contact-us** in advance of registering for or taking the Test. 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.

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