



December 2023 through
February 2024

ARCHIVED

SAT WEEKEND

Terms and Conditions

Revised: Dec. 18, 2023

The following content represents the SAT Terms and Conditions as they appeared on satsuite.collegeboard.org/sat/terms-conditions from Dec. 18, 2023 — Feb. 27, 2024. These terms and conditions apply only to students who took the SAT during a Weekend administration between these dates. If you did not test during this window, please consult satsuite.collegeboard.org/sat/terms-conditions for the terms and conditions that apply to you.

Introduction

These Terms and Conditions (“**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 SAT. Please read these carefully.

All disputes between you and College Board will be resolved through binding arbitration in accordance with Section 9 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.

- *Section 1. Requirements for the Digital SAT*
- *Section 2. Prohibited Items*
- *Section 3. Prohibited Behaviors*
- *Section 4. Score Cancellation and Disciplinary Measures*
- *Section 5. Privacy*
- *Section 6. Miscellaneous*
- *Section 7. Policies and Requirements*
- *Section 8. Intellectual Property Rights*
- *Section 9. ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER*
- *Section 10. Venue and Waiver of Jury Trial CONTENTS*
- *Section 11. LIMITATIONS OF LIABILITY*
- *Section 12. Disclaimer of Warranties*
- *Section 13. Severability*
- *Section 14. Restricted Registrations*
- *Section 15. Accessibility of These Terms and Conditions*

Section 1.

Requirements for the Digital SAT

The digital SAT (“SAT”) is taken at a test site on a Testing Device as defined below. It is administered on Bluebook™, the College Board digital testing application (“Exam App”) that is downloaded to your Testing Device.

Photo Requirements for Registration. You must provide an acceptable photo when you register for the SAT in accordance with sat.org/photo. The photo you provide when you register will appear in your registration record.

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 SAT on a mobile phone. The Testing Device must have sufficient charge to last the duration of the test and setup. The two types of Testing Devices are:

- ◆ School-Managed Device: a device your school provides to you/that your school has administrative rights over.
- ◆ Personal Testing Device: a device you bring for your use in testing that is not provided by your school. You are responsible for making sure your Testing Device is running on the latest operating system and if it isn’t, you must update it prior to testing.

Borrowing a Testing Device. You may qualify to borrow a Testing Device from College Board or its partners if you submit a request for your test registration before the deadline. If so, additional rules relating to borrowing a Testing Device (“**Loaned Testing Device**”) will apply to you and will become part of this Agreement. Submitting a request does not guarantee that College Board will provide you with a Loaned Testing Device. Test sites cannot provide you with a Loaned Testing Device on test day unless your request made for the test date was approved. If you are approved to borrow a Loaned Testing Device, we will make all reasonable efforts to provide you with such device on test day. However, we cannot guarantee that a Loaned Testing Device will be available on test day.

Step 2. Exam App Installation. You must download the Exam App from bluebook.app.collegeboard.org to your Testing Device before arriving at the test site. Students using a School-Managed Testing Device must work with the school to get the Exam App installed before test day. Loaned Testing Devices (defined above) provided at the test site will have the Exam App already installed. You must sign in to the Exam App using your College Board online

account username and password, sign the “Privacy Policy and Use of This App” rules, and complete exam setup before the test. The Exam App will generate your admission ticket once you complete exam setup.

Step 3. Test Day.

- ◆ On test day, staff at your test site will direct you to your testing room.
- ◆ You will connect to your testing site’s internet.
- ◆ You will follow the instructions provided to you by the Exam App and your proctor to complete check-in.
- ◆ You must bring the following items (“**Required Items**”):
 - Acceptable photo ID. (SAT Suite ID requirements are on the College Board website atsatsuite.collegeboard.org/digital/what-to-bring-do/id-requirements.) If we determine that there is a discrepancy between your photo ID and your admission ticket, or if the photo ID doesn’t meet our requirements (for example, if your preferred name is on one field but your full name is on another), we may, in our sole discretion, deny you admission to the test site, dismiss you from the test site, decline to score your test, or cancel your test scores.
 - Your electronic or printed admission ticket. You’ll show this to the proctor when you check in. If you are using a Loaned Testing Device, your ticket will be generated on test day after completion of exam setup.
 - 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.
- You may also bring the following on test day (as listed on the College Board website at bluebook.collegeboard.org/students/sat-weekend) unless your test site prohibits these items:
 - A power cord and/or a portable charger. (We can't guarantee you'll have access to an outlet during testing.)
 - An external mouse and mouse pad if you use one.
 - An external keyboard if you use one. (You can only use external keyboards with tablets—not laptops.)

Step 4. Taking the Test.

- **Internet Connection:** The Exam App is designed to work with an 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.
- **Modules:** Each section of the digital SAT 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 satsuite.collegeboard.org/digital/what-to-bring-do/calculator-policy.
- **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 question 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 any point during 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.
- **Answer Submission in the Exam App:** You must enter your answers in the Exam App. While you will turn in your scratch paper at the end of the test, you will not submit any handwritten answers, 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 SAT ends. If your answers were successfully submitted, you will see a confirmation screen indicating so. However, if you cannot submit your answers prior to leaving the test center, you must do so within the submission window. (Students using a Loaned Testing Device must resolve this issue before leaving the test center.) College Board will score all digital SAT exams that have been started, even if a submission is incomplete or a submission error occurs.
- **Answer Submission in a Paper Test Book for Students with College Board–Approved Accommodation:** Students approved by College Board 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 SAT. You may be prevented from testing, in the sole discretion of College Board, for such failure.

Section 2.

Prohibited Items

Prohibited items include:

- Mobile phones, which can be used to present the admission ticket, but then must be stored away from the desk during testing.
- Electronic equipment including 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 SAT 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.
- Ear plugs.
- 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 test 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 and located at sat.org/test-security and satsuite.collegeboard.org/digital/test-security-fairness:

- Attempt to cheat or otherwise obtain an unfair advantage on the SAT.
- Remove or attempt to remove any test questions or responses or any notes or scratch paper from the testing area, 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 the test area, the test (or any part of the test), an answer key, or any information about the test.
- Engage in any way in (i) theft or attempted theft of test content including through Exam App intrusion; (ii) postexam manipulation of test content, responses or test administration data; (iii) attempting to adversely impact or adversely impacting College Board or your testing site 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, identifying information about the version or form of a test, or any other information that might compromise the security of the test at any time (including before the test, during the test, during breaks, or after the test).
- Communicate with other test takers or other individuals in any form while testing is in session.
- Allow anyone to see your test questions or 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, or 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 permanently prior to the conclusion of all sections 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.
- Deliberately create fake or multiple College Board student accounts including, without limitation, bot-generated registrations or other registrations created through automated methods.
- 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 directions given by the testing staff.
- Utilize or attempt to utilize any artificial intelligence ("AI") tools, including, without limitation, 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.
- Violate the Intended Use Policy located at satsuite.collegeboard.org/digital/test-security-fairness.

Section 4.

Score Cancellation and Disciplinary Measures

- a. Score Cancellation and Disciplinary Measures.** In the event that College Board and/or 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 SAT, 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 SAT 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, attempts to access other applications or websites during testing, failure to close all other applications or programs during testing 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 testing site and offer you 3 options: voluntary score cancellation, a free retest under closely monitored conditions (during the next 2 available administrations after such review), 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 free retest under closely monitored conditions (during the next 2 available administrations after such review), or binding arbitration. If you choose the retest option, you may not review scores from the administration under review—such scores will be canceled. This process is referred to as the “**Score Validity Process**.” Additional information about security measures and consequences of violating security policies is set forth on the College Board website at satsuite.collegeboard.org/digital/test-security-fairness. 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 might 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) the College Board server or Exam App through a cyberattack or other malicious activity; reverse engineer test specifications and content; or engage in postexam 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.

- 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 test site, providing accommodations not approved by College Board), defective materials, defective equipment, technical issues (e.g., Exam 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, 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 SAT Terms and Conditions, or any suspicion concerning the security of an SAT test administration, 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 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 test site, 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 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. College Board may respond to inquiries from any institution to which you submitted a score. 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 (“*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 described in the Privacy Policies and in these Terms and Conditions. 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 for which you register. 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. **Testing Device and Activity Data.**

Testing Device Data: When you download and use 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 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 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 Testing 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 SAT 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. Voluntary Student Search Service™. If you decide to opt in to our voluntary Student Search Service (“*Student Search Service*”), then:

- ◆ We will share information about you that you provide to College Board (including without limitation your name, address, email, date of birth, the high school you attend, your expected graduation year, score ranges, information you provide during test registration, testing and when using the College Board college planning website, BigFuture®) with participating accredited colleges, universities, nonprofit scholarship programs, and nonprofit educational organizations (“*Education Organizations*”). If you opt in to Student Search Service, we may share information that you provided prior to and after opting in to Student Search Service, but we will not share any information until you opt in.
- ◆ Education Organizations may use this information to send you, or your parent/guardian, email and postal mail with information about educational, financial aid, and scholarship opportunities. Being contacted by Education

Organizations doesn’t mean you have been admitted. You must submit an application to be considered for admission.

- ◆ Education Organizations may pay a license fee to College Board to license (use) your information. College Board uses these license fees to help support its mission- driven work. Students do not pay a fee for Student Search Service.
- ◆ Education Organizations may only use your information for the purpose of sending you information about the opportunities they provide. They (i) may not share your information with others except to their contractors such as direct mail service providers, and (ii) may only keep your information for a limited time period.
- ◆ **Opt-out:** You can opt out of Student Search Service at any time at my.collegeboard.org/profile/privacy, by completing the Your Privacy Choices webform at form.collegeboard.org/f/data-subject-rights-request or by contacting us at SearchCustomerService@collegeboard.org.

More information on Student Search Service is available at studentsearch.collegeboard.org.

d. 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, Michigan, Pennsylvania, West Virginia, and North Dakota. This information is used by such programs to consider your eligibility for a scholarship or recognition program.

- ◆ **Opt-out:** You can opt out by notifying College Board, in writing, no more than 15 days after the test date, at College Board SAT Program, Attention: Confidentiality, P.O. Box 025505, Miami, FL 33102 or by contacting Customer Service at inquiry@collegeboard.org.

e. Educational Reporting.

- ◆ We send your scores, data derived from your scores, other information you provide in connection with testing, and certain demographic information to your school and district. In addition, your scores may be sent to your state for educational, diagnostic, and/or reporting purposes.
- ◆ When you request that we send your scores to colleges or other organizations as designated by you during registration and/or via your College Board account, we send your scores, certain demographic information, and other information you provide during testing to those colleges and organizations in accordance with sat.org/scores. These organizations may use this information to send you information about admissions, educational, financial aid, and scholarship opportunities. Being contacted by these organizations does not mean you have been admitted or are eligible for a scholarship or financial aid program. You must submit an application to be considered for admission at a college or university, and complete any steps required by any scholarship programs to be considered for their opportunities.

Section 6.

Miscellaneous

- a. If you want to voluntarily cancel your scores, your request must be received by no later than 11:59 p.m. Eastern Time 1 week after your test date in accordance with satsuite.collegeboard.org/digital/cancel-scores. Once you submit your request to cancel scores, your scores cannot be reinstated and are not reported to you or your designated institutions (e.g., colleges).
- b. International test takers may be subject to additional requirements. Those requirements are located at sat.org/international.
- c. In certain cases, including where there is unexpected volume in a particular area or for test security or safety reasons, College Board reserves the right to move you to a different test site or to a subsequent test administration.
- 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 events or circumstances, College Board may cancel testing for all or a specific group of test takers. 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. To ensure the integrity of the SAT, 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.
- f. 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.
- g. College Board or its designee may use methods to capture images, video, or audio at any or all test 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 SAT test security incidents; and (ii) enhancing SAT 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.
- h. College Board may pretest new questions on the SAT to determine if they should be included in a future SAT. These questions may appear in all test sections. They will not be included in computing your scores. Pretesting questions are built into the design of the SAT and testing time for the SAT takes these questions into account.
- i. After the SAT, we may send you an email invitation requesting you to participate in a test experience survey or to answer sample test questions. If you provide us with an email address, you may receive an invitation via email. Participation is optional and will not affect your scores.
- j. College Board takes steps to ensure that registration records are properly handled and processed, that answers are properly handled, and tests are properly scored. In the unlikely event of a problem with shipping or processing materials, answers, score reports, scoring the test, or score reporting, College Board will correct the error, if possible, and may schedule a makeup test for impacted test takers or will provide a refund of the test fee. These are your sole remedies 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 lost answer sheets or corrupted and irrecoverable answers that are eventually recovered.
- k. Additional information for students regarding the purpose of the SAT is located at satsuite.collegeboard.org/digital/test-security-fairness.

- l. All personal property brought into the test site, such as purses, bags, backpacks, mobile phones and 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, such as metal detecting wands used on individuals and personal property 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.
- m. College Board and the test site will not be responsible for personal property, including prohibited items, brought to the test site on test day that becomes lost, stolen, or damaged.
- n. Each College Board contractor is a third-party beneficiary and is entitled to the rights and benefits under this Agreement and may enforce the provisions of this Agreement as if it were a party to this Agreement.
- o. College Board is not responsible for your failure to follow directions, steps and instructions relating to taking the SAT. You may be prevented from testing, in College Board's sole discretion, for such failure.
- p. College Board is not responsible for Testing Device failure, whether loaned to you by College Board, or otherwise.
- q. If you submit a report for what you consider to be an error or an ambiguity in a test question, you understand that College Board may need to hold your SAT score for investigation. As a result, your score may not be available by the published release date for your administration.

Section 7.

Policies and Requirements

- a. All College Board policies and requirements (i) referenced in these Terms and Conditions (ii) as well as those located atsatsuite.collegeboard.org/digitaland and atsatsuite.collegeboard.org/sat, and linked information therein, are part of these Terms and Conditions.
- 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. You are required to review these prior to each test administration.

Section 8.

Intellectual Property Rights

- a. All College Board tests, including digital SAT, 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 Testing 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 and answer documents you submit on the SAT are owned by College Board, and these may be used by College Board for any purpose, subject to the Privacy Policies located at collegeboard.org/privacy-center, and these Terms and Conditions; however you have independent rights to your scores, including the right to access, retain, and use your scores.

Section 9.

ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER

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

- i.** 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 SAT, 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), shall exclusively be resolved by 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.
- ii.** Either you or College Board 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 we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the claim should proceed in arbitration.
- iii.** If no party elects small claims court, the claims 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 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. The arbitrator will have the authority to resolve any dispute regarding the scope or enforceability of this Agreement, except only a court can decide claims that a party violated the intellectual property rights of the other party. In addition, only a court can decide issues relating to (a) the pre-arbitration requirements contained in this Agreement or (b) the interpretation of the prohibition of class and representative actions contained in this Agreement.
- iv.** Disputes relating to the Score Validity Process are subject to both these General Arbitration Rules and the Supplemental Arbitration Rules defined below, except as set forth herein. If there is a conflict between the General Arbitration Rules and the Supplemental Arbitration Rules, the Supplemental Arbitration Rules will control.
- v.** The following Section 9(a)v does not apply to disputes relating to the Score Validity Process under the Supplemental Arbitration Rules below. Before commencing a small-claims-court or arbitration proceeding, the claimant must provide the other party with a written notice of dispute that includes the claimant’s name and contact information, a detailed description of the dispute, relevant documents, the specific relief sought, and the claimant’s signature. If you are the claimant, you should send the notice of dispute to Legal Department, 250 Vesey Street, New York, NY 10281. You and College Board agree to attempt to resolve the dispute through informal good-faith negotiation within sixty (60) days from the date the notice of dispute is sent. If the parties are unable to resolve a dispute within sixty (60) days after a fully complete notice of dispute is received, you or College Board may commence arbitration, but no arbitration may be commenced during this 60-day period. If any aspect of the requirements in this subsection have not been met, a court can enjoin the filing or prosecution of an arbitration or the assessment of any arbitration fees. In addition, unless prohibited by law, the arbitration provider cannot accept or administer the arbitration, nor assess any fees for such an arbitration. If the arbitration already is pending, it must be dismissed.
- vi.** The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a College Board company representative shall appear at the administrative conference via telephone. You may be accompanied by your counsel or other representative at the administrative conference, but you must attend personally. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

- vii. 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. 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 shall remain strictly confidential and shall 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.
 - viii. 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.
 - ix. No arbitration may be maintained as a class or collective action; you and College Board agree to bring a claim only on your or own behalf and cannot seek a relief that would affect other individuals. Unless all parties agree otherwise, the arbitrator shall not have the authority to consolidate the claims of more than 1 individual, conduct any class or collective proceeding, make any class or collective award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board.
 - x. Payment of all filing, administrative, and arbitrator fees and costs will be governed by the AAA's rules. You are required to pay the AAA's initial filing fee, but we will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county (or parish) of residence. 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 the payment of all fees will be governed by the AAA Rules, and we will not reimburse your initial filing fee and may seek applicable fee-shifting.
- 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 Supplemental Arbitration Rules 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.
 - 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, except as set forth herein.

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 SAT, SAT CONTENT, OR THE APPLICATION INCLUDING WITHOUT LIMITATION A WARRANTY THAT THE TESTING EXPERIENCE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACCEPT SAT, SAT 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 SAT Customer Service at 866-756-7346 (+1-212-713-7789 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 866-756-7346 (+1-212-713-7789 internationally) or satsuite.collegeboard.org/contact-us in advance of registering for or taking the SAT. 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.