

SSAT Candidate Agreement and COVID-19 Declaration

Instructions to Member Organization:

This packet contains following 2 documents:

1. SSAT Candidate Agreement
2. COVID-19 Declaration

You must provide BOTH of these documents to the parent/guardian for each student that you will batch register for an SSAT Flex. You must also ensure that both documents are completed, signed and returned by the parent/guardian BEFORE PROCEEDING WITH BATCH REGISTRATION. Finally, you must retain copies of both signed documents for at least 5 years and be prepared to provide the documents for each student to the Enrollment Management Association within 5 business days if requested.

Instructions to the Parent/Guardian:

This packet contains following 2 documents:

1. SSAT Candidate Agreement
2. COVID-19 Declaration

You are required to complete and sign both documents and submit the completed and signed documents to your School Administrator before the school batch registers your student to take the SSAT Flex. Your student will not be permitted to take the SSAT Flex unless both of these documents have been completed, signed and returned to the School Administrator prior to the administration of the SSAT Flex.

SSAT CANDIDATE AGREEMENT

The SSAT Candidate Agreement (the "Agreement") sets forth the terms and conditions under which The Enrollment Management Association ("EMA", "EMA") will allow a candidate's parent or legal guardian to register the candidate for a SSAT examination and allow the candidate to take the SSAT through any of the authorized methods of administration made available to candidates by EMA, including in-person Paper-Based Testing (the "PBT"), in-person Computer-Based Testing at a Prometric test center (the "Prometric Test"), and remote-proctored online testing of candidates in their homes or schools (the "SSAT at Home"). EMA requires that a candidate's parent or legal guardian read and explain this Agreement to the candidate prior to registering for a candidate's SSAT examination. The SSAT is made available to candidates exclusively under this Agreement, which constitutes a legally binding agreement between EMA, on the one hand, and candidates and their parents or legal guardians, on the other hand. "You" as used herein refers to the candidate for the SSAT.

In order to register for the SSAT, your parent or legal guardian must acknowledge and certify to EMA on your behalf that you understand and accept the terms and conditions set forth in this Agreement. At the time of your scheduled SSAT administration, you will be required to sign your answer booklet, or electronically sign a digital form if taking the SSAT at a Prometric test center or the SSAT at Home, as a verification acknowledging that you previously reviewed the Agreement, understand it, and agree to abide by all of its terms and conditions. You will not be permitted to take the SSAT if you do not sign the verification prior to starting your scheduled examination. In addition, at the time of your registration for the SSAT, your parent or legal guardian must acknowledge and accept the terms and conditions set forth in the Agreement and further agree to accept personal responsibility for your compliance with the Agreement, as well as any consequences that could result from your failure to abide by the Agreement.

By registering for the SSAT and providing the phone number of any mobile device to EMA, you and your Parent or Legal Guardian are consenting to receive text messages and phone calls on all such mobile devices. EMA may send text messages and place phone calls to all such mobile devices related to your scheduled test date, technical issues, customer support, the

availability or delay of your test scores and all other matters related in any way to the SSAT. Your Parent or Legal Guardian further agree that they are solely responsible for any and all fees charged by your mobile phone service provider to receive text messages and phone calls from EMA.

By appearing at a test center to take a scheduled SSAT or starting a remote-proctored, online administration of the SSAT at Home, you are representing and certifying to EMA that you are the person whose name and address appear on your SSAT registration and that you are the person who will take the SSAT on your own behalf. You are further certifying that you are taking the SSAT solely for the purpose of obtaining admission to an independent school. You are further certifying that you are not taking the SSAT in your capacity as a test preparation agent, coach or tutor, or for the purpose of obtaining confidential test material. If you are taking the SSAT at Home, you are further representing and certifying to EMA that you are taking it while physically located in the United States or Canada. Candidates located outside the United States and Canada are prohibited from taking the SSAT at Home.

You understand and agree that the SSAT is a secure, confidential examination, and its contents are disclosed to candidates in a limited context to permit candidates to take the examination for the purpose of obtaining examination results and submitting them to an independent school as part of its admission process, and for no other purpose. You further understand and agree that the SSAT and all related materials, including confidential examination questions, answer choices and all additional examination content are the sole property of EMA and are protected by United States and international copyright and trade secret laws. You agree that you will not discuss or disclose SSAT content orally, in writing, on the Internet, through social media or through any other medium existing today or invented in the future. You also agree that you will not copy, reproduce, adapt, disclose, record, photograph, capture, stream or transmit SSAT examination questions or answer choices or any examination content, in whole or in part, or assist or solicit anyone else in doing the same. You further agree that you will not reconstruct examination content from memory, by dictation, or by any other means, for the purpose of sharing that information with any other individual or entity. You further understand and agree that you are not permitted to possess, solicit, read, study from, or otherwise use confidential information about SSAT exam content during your own exam preparation. You certify that you have not engaged in such conduct prior to taking any SSAT and that you will not engage in such conduct during or after the exam. You also agree not to ask any other individual to disclose SSAT content to you or to seek out actual live, confidential SSAT exam content from any other source. You agree that if you receive or have access to information or material in any form and from any source, including but not limited to email, instant messages, text messages, website content, social media posts, electronic bulletin boards, Internet-based groups, shared or collaborative digital files, electronic files, and/or paper documents, that you reasonably believe contains confidential SSAT exam content, or has been represented to contain confidential SSAT exam content, you and/or your parent or legal guardian will immediately report its existence to EMA by sending an email to copyright@enrollment.org.

[The SSAT Candidate Handbook](#) sets forth all of the policies and procedures that apply to the SSAT. The Handbook includes policies and procedures for application, eligibility, fees, examination registration and scheduling, examination administration, scoring, retesting, violations, investigations, errors, and dispute resolution. The policies and procedures in the Handbook help protect examination content, maintain the integrity of the school application process, and ensure test fairness and validity for all candidates. All policies and procedures contained in the Handbook are hereby incorporated into and made part of this Agreement. By

acknowledging and accepting this Agreement, you and your parent or legal guardian are attesting that you have read the current version of the Handbook, and that you and your parent or legal guardian understand, accept, and agree to abide by all of the policies and procedures set forth therein and understand that any violation of the policies and procedures contained in the Handbook constitutes a violation of this Agreement.

As set forth in the Handbook, you agree that all registration information provided to EMA through its website will be provided by your parent or legal guardian. Your parent or legal guardian agrees that all information provided to EMA in relation to your registration will be complete, truthful, and accurate in every respect and that your parent and legal guardian has a continuing obligation to notify EMA immediately of any changes to information previously submitted to EMA. You and your parent or legal guardian acknowledge and understand that, except for the administration of the SSAT at Home, EMA website is not designed or intended to solicit or receive registration information from minors or children under the age of 13 and you agree to immediately notify EMA if you have any reason to believe that a child under the age of 13 has submitted registration information to EMA through its website at any time other than during the administration of the SSAT at Home.

EMA Privacy Policy ("Privacy Policy") sets forth all of the terms and conditions that govern EMA's collection, use and disclosure of public and private information about you and your performance on the SSAT to third parties, including but not limited to schools. All policies and procedures contained in the Privacy Policy are hereby incorporated into and made part of this Agreement. By acknowledging and accepting this Agreement, you and your parent or legal guardian are attesting that you have read the current version of the Privacy Policy, and that you and your parent or legal guardian understand, accept and agree to all of the terms and conditions set forth therein.

As explained in further detail in the Handbook, EMA, its authorized and trusted test centers and test administration vendors and partners acting on behalf of EMA will take and use still digital photographs of you, video and audio recordings of you, and collect and use other personally identifiable information from you and about you for the purpose of monitoring, administering, proctoring and/or providing technical support of SSAT administrations, all of which will be retained and processed as part of your SSAT administration records. For the SSAT at Home, EMA, its authorized and trusted test administration vendors, partners, test administrators and proctors acting on behalf of EMA will monitor live video and audio feeds of you and the physical location where you are testing (for example, the room in your home where you will test) all of which will be recorded, processed and retained as part of your SSAT administration records. For additional information concerning the collection, transmission, processing and retention of your personal data (including, without limitation, photographs and video and audio recordings), please refer to EMA Privacy Policy.

The following conduct (whether attempted or completed) is strictly prohibited during any SSAT administration, including during breaks:

- Access to, possession, or use of any of the following PROHIBITED ITEMS: Cellular phone, smartphone, any device that connects to a cellular network or the Internet, any electronic device, watches (of any kind), calculator, camera, recording device, book, note, paper, study materials, test-taking aid of any kind, coat, hat, backpack, bag, purse, eraser, pen, mechanical pencil, ruler, snack or drink;
- For the SSAT at Home, you are permitted to use the one computer on which you are taking the test and connect that computer to a cellular network or the Internet;

- For the SSAT at Home, PROHIBITED ITEMS are not permitted in the same room where a candidate is testing;
- For the PBT, all PROHIBITED ITEMS brought to the test center must be placed in the Prohibited Items Section or Snacks section prior to testing;
- For the Prometric Test, you are permitted to use the computer to which you are assigned to take the test inside the Prometric Test Center for the purpose of taking the test;
- For the Prometric Test, you are not permitted to bring PROHIBITED ITEMS inside the testing room at any Prometric Test Center—instead they must either be left outside the Prometric Test Center or placed in a locker;
- Presenting a false identification or otherwise falsely representing your identity;
- Taking the test, in whole or part, for another person or having another person take the test, in whole or part, for you;
- Seeking or receiving assistance from or providing assistance to any person, including looking at the answer sheet or test content or responses of another test taker;
- Disrupting the test administration or disturbing other candidates during the examination;
- Leaving the testing room without permission;
- Taking an unauthorized break from testing;
- For the Prometric Test or SSAT at Home, looking or attempting to look at another person or materials or content or screen other than the screen on which you are taking your test;
- For the SSAT at Home, obstructing the visibility of yourself or your surroundings from the webcam or moving out of the view of the webcam;
- For the SSAT at Home, running any computer application that provides another computer or person with remote access to the content on your computer;
- For the SSAT at Home, altering, spoofing, or concealing the IP address of the computer or computer network you are using to take the test;
- For the SSAT at Home, misrepresenting your actual physical location when you are taking the test;
- Failing to follow the directions of any Test Center Administrator or Proctor;
- Copying, capturing, recording, streaming, photographing, collecting, memorizing, discussing, transmitting or distributing examination content; and
- Talking or communicating with anyone other than a Test Center Administrator, Proctor, or Accommodations Personnel approved by EMA during the test, except in the case of a technical problem during the SSAT at Home, to report the technical problem to a parent or legal guardian or to indicate that the test is functioning properly with no technical problem.

By acknowledging and accepting this Agreement, and by appearing to take a scheduled SSAT examination or starting a remote-proctored web-based administration of the SSAT at Home, you are certifying to EMA that you have read and will abide by the above rules. Engaging in or attempting to engage in any prohibited conduct shall be considered a violation of the Agreement.

You and your parent or legal guardian understand and agree that any alleged violation of this Agreement or any alleged activity that may compromise the validity, integrity, or security of the SSAT may be investigated, in EMA's sole discretion. You and your parent or legal guardian also understand and agree that if you or any person on your behalf provide false or misleading information to EMA at any time, violate the terms of this Agreement, refuse to comply with any directions given to you by a Test Center Administrator or Proctor, engage in any activity

that may compromise the validity, integrity, or security of the SSAT, or fail to fully cooperate in any investigation related to the SSAT, that EMA may, in its sole discretion.

- prohibit you from taking the SSAT for a fixed period of time or permanently;
- terminate your SSAT administration prior to your completion of the test and require you to leave the test center or discontinue your remote-proctored, online administration of the SSAT at Home
- invalidate your score, before or after scores are reported, without a refund;
- report your conduct and/or the findings of any investigation by EMA to all schools to which you have applied or may apply for admission, and other interested third parties;
- pursue civil legal action against you and/or your parent or legal guardian; and
- refer the matter for criminal prosecution if you engaged in criminal conduct

You and your parent or legal guardian understand and agree that even if you did not commit or are not suspected of committing a violation of this Agreement, EMA may, in its sole discretion, cancel or invalidate your SSAT score if it has a reasonable basis to conclude that the score is not valid or trustworthy or that the security, integrity or validity of the SSAT may have been compromised prior to or during the administration of your test. EMA also reserves the sole and exclusive right to cancel any administration of the SSAT for any reason at any time.

You and your parent or legal guardian understand and agree that EMA shall not have any liability for the administration, proctoring, delivery, scoring of the SSAT, investigation by related to the SSAT, cancellation or invalidation of SSAT scores, or the availability or use of SSAT scores by any Score Recipient or Score Advisor that receives or was intended to receive your SSAT score report(s). You and your parent or legal guardian hereby release and hold harmless EMA for all liability of any kind arising out of the administration, proctoring, delivery, scoring of the SSAT, investigation by EMA related to the SSAT, cancellation or invalidation of SSAT scores, or the availability or use of SSAT scores by any Score Recipient or Score Advisor that receives or was intended to receive your SSAT score report(s), and the furnishing of information by EMA about or relating to you to the Score Recipients or Score Advisors that receive or were intended to receive your SSAT score report(s) and any legitimately interested third parties.

No parent or legal guardian should register for or schedule an examination for a candidate if there is any part of this Agreement that the candidate or parent or legal guardian does not understand. If a candidate or parent or legal guardian has any questions about the terms and conditions of this Agreement, please contact a representative of EMA at 609-683-4440 or info@ssat.org.

By clicking the "I accept the Terms and Conditions set out above" button, the individual accepting this Agreement is certifying to EMA that he or she is in fact the parent or legal guardian of the candidate for whom he or she is submitting candidate registration information and accepting this Agreement. Furthermore, by clicking the "I accept the Terms and Conditions set out above" button below, the candidate's parent or legal guardian is certifying to EMA that both the candidate and the parent or legal guardian have read this entire Agreement, that the parent or legal guardian has answered any questions that the candidate may have about it, that the candidate and parent or legal guardian has had the opportunity to ask EMA any questions they may have about any terms of the Agreement and that EMA has answered all of the questions of the candidate and parent or legal guardian and that both the candidate and parent or legal guardian fully understand and accept the terms and conditions of the Agreement, including the Handbook and the Privacy Policy, and the potential

consequences for any violation thereof. Finally, the candidate's parent or legal guardian understands that EMA would not permit the candidate to take the SSAT without first receiving an electronically signed copy of this Agreement and agrees that the Agreement shall be binding on the candidate, their legal representatives, heirs and assigns.

Last Updated 07/29/2023

COVID-19 DECLARATION

I declare that I am the parent or legal guardian of the student identified on this COVID-19 Declaration and that I have personal knowledge of the information provided in this Declaration, which I am completing on behalf of my student.

I understand and acknowledge that, at the time of my student's registration for the SSAT, I accepted the terms of the SSAT Candidate Agreement and agreed that all information provided to The Enrollment Management Association in relation to my student's SSAT registration would be complete, truthful, and accurate in every respect. I further understand and acknowledge that the information provided in this Declaration is important information that is relevant to my student's SSAT registration, and that The Enrollment Management Association (EMA) will make decisions about my student's SSAT registration in reliance on the information that I provide in this Declaration.

I understand and acknowledge ALL of the following:

- The risk of exposure to COVID-19 exists in all places where people are present and when interacting with others both inside and outside enclosed buildings and spaces. This risk includes taking a paper-based SSAT test at a school or in the office of an educational consultant or other testing location.
- COVID-19 is an extremely contagious disease caused by a coronavirus that can lead to severe illness and death for people exposed to the virus, even when people take reasonable precautions to reduce the risk of exposure.
- The impacts of COVID-19, including state and local regulations and guidance intended to reduce the spread of the disease, vary significantly across the United States and around the world.
- The impacts of COVID-19, including state and local regulations and guidance intended to reduce the spread of the virus, vary significantly across the United States and around the world.
- I assume all risks related to the potential exposure to COVID-19 in the course of my student participating in the administration of the paper-based SSAT test.
- I will comply with and ensure that my student complies with all local and state laws, regulations and guidance related to COVID-19 before, during, and after taking the SSAT Flex test administration. Although I understand that these laws, regulations and guidance will vary from place to place, I acknowledge that they may include but are not limited to the following requirements:
 - Wearing a cloth face mask that fully covers the mouth and nose at all times
 - Maintaining minimum physical distance between people
 - Ensuring that the number of people in any given space does not exceed a specified maximum
 - Abiding by travel restrictions
 - Self-quarantining upon potential exposure to COVID-19 or following travel from certain locations
 - Complying with stay-at-home orders
 - Submitting to body temperature screening
 - Submitting to COVID-19 testing
 - Self-reporting symptoms that could be related to COVID-19
- I will also comply with any additional requirements to reduce the risks related to COVID-19 imposed on me and my student by the school or education consultant where my student will participate in an SSAT paper-based test administration, which may include the requirement of a COVID-19 vaccination or proof of COVID-19 vaccination. I understand that it is my responsibility to inquire with the test center prior to the

scheduled date of the SSAT Flex test administration to ensure that I am aware of and understand any additional requirements to reduce the risks related to COVID-19 and to ensure that my student is capable of complying with and will comply with all such additional requirements.

- I understand that if I or my student refuse to comply with any local or state law, regulation or guidance related to COVID-19 and/or any additional requirements imposed by the school or education consultant where my student will participate in the SSAT Flex test administration, that my student may be prohibited from participating in the paper-based SSAT test administration or have the test administration terminated, without a refund, and may be prohibited from taking any SSAT for a period of time.
- SSAT paper-based test administration may be one-on-one between the Test Administrator and the student, or may be in a group. EMA makes no assurance of specific testing conditions and it is my responsibility to clearly communicate with the test center and understand all test location details before testing.
- My student is allowed to bring, keep in their possession, and use the following items throughout the test administration:
 - Mask or face covering
 - Hand sanitizer or sanitizing wipes

I agree that my student will NOT, under any circumstances, participate in any SSAT administration if my student is sick, has any flu-like symptoms, or has been in contact with anyone suspected of being exposed to COVID-19 in the fifteen (15) day period prior to the date of the SSAT administration. I understand that if my student appears at the test center with any symptoms of illness, that my student may be refused permission to test or sent home before completing the test if symptoms develop following the start of the test administration.

I understand and agree that EMA shall have no responsibility or liability whatsoever if my student or any person my student comes into contact with following participation in the SSAT Flex test administration, including but not limited to myself or any family member, contracts COVID-19 and/or any health condition or complication related to COVID-19. I am allowing my student to participate in the SSAT Flex test administration with complete knowledge and acceptance of all of the risks related to COVID-19.

By signing this Declaration below, I declare that all information provided in this Declaration about my student is complete, truthful, and accurate in every respect and I agree to all of the terms contained in this Declaration.

Name of Candidate: _____

Name of Parent of Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Date: _____