

GMAC Business Writing Assessment Policies and Procedures

The GMAC™ Business Writing Assessment Policies and Procedures (the “Business Writing Assessment Policies and Procedures”), which incorporate by reference any rules, agreements, policies, procedures, and more referenced or included herein, are a legally binding contract between you (also referred to herein as “candidate,” “test taker,” “I,” or any similarly situated reference) and Graduate Management Admission Council (also referred to herein as “GMAC,” “we,” or any similarly situated reference). By registering to take the GMAC Business Writing Assessment (also referred to herein as the “Business Writing Assessment,” “assessment,” “exam,” “test,” or any similarly situated reference), you acknowledge that you have carefully read, fully understand, and agree to be bound by the terms of the Business Writing Assessment Policies and Procedures. Please contact GMAC Customer Care with any questions regarding the Business Writing Assessment Policies and Procedures. The Business Writing Assessment is administered online worldwide, except where prohibited, in accordance with US and applicable local laws.

In addition to the Business Writing Assessment Policies and Procedures, GMAC and its test delivery service providers have established other testing terms and conditions to enhance the testing environment and the validity and security of the Business Writing Assessment. When you register for the Business Writing Assessment, you are agreeing to all terms and conditions contained in the Business Writing Assessment Policies and Procedures, FAQs, and other guidance relating to the assessment on mba.com and on the test delivery service providers’ website(s), and you are acknowledging that you have read and understand the GMAC Privacy Statement, which includes privacy policies describing the collection, use, processing, protection, and transmission of personal information and the disclosure of such information to GMAC, its service providers, and others.

GMAC reserves the right to contact schools and take other appropriate actions with respect to test takers who violate the Business Writing Assessment Policies and Procedures.

IMPORTANT: THE TERMS IN THESE BUSINESS WRITING ASSESSMENT POLICIES AND PROCEDURES CONTAIN AN EXCLUSIVE REMEDIES CLAUSE AND A LIMITATION OF LIABILITY CLAUSE THAT, AS FURTHER SET FORTH BELOW, SHALL LIMIT THE REMEDIES AVAILABLE TO CANDIDATES AND LIMIT THE LIABILITY OF GMAC. THIS MEANS THAT YOUR REMEDIES WILL ONLY INCLUDE THOSE LISTED HEREIN AND THAT THE AMOUNT YOU MAY RECOVER WILL BE LIMITED FOR ANY CLAIMS, LOSSES, COSTS, AND/OR DAMAGES.

Please use the links immediately below to navigate between different sections of the Business Writing Assessment Policies and Procedures. Please visit <https://www.mba.com/exams/business-writing-assessment> for more information about the assessment.

Table of Contents

[How to Contact Us](#)

[Your Rights and Responsibilities](#)

[Eligibility Requirements](#)

[Identification Requirements](#)

[Minimum System Requirements](#)

[Paying for the Assessment](#)

[Reschedule or Cancel Your Assessment](#)

[Score Reporting](#)

[Assessment Ownership and Confidentiality](#)

[Business Writing Assessment Administration Policies and Procedures](#)

[Penalties for Policy Violations](#)

[Report Inappropriate Behavior](#)

[Submit a Concern About Your Experience](#)

[Score Cancellations by GMAC](#)

[Exclusive Remedies](#)

[Limitation of Liability](#)

[Governing Law and Jurisdiction](#)

[Accessibility](#)

[Business Writing Assessment Test Taker Rules & Agreement](#)

[Business Writing Assessment Rules](#)

[Business Writing Assessment Non-Disclosure Agreement and General Terms of Use](#)

How to Contact Us

The Business Writing Assessment is owned by the Graduate Management Admission Council (GMAC). We develop and deliver the exam with the help of our test delivery service providers. If you need assistance, please contact us: <https://support.mba.com/hc/en-us/categories/9984221230363-Do-you-want-to-contact-us->.

Your Rights and Responsibilities

<i>Our Commitment to You</i>	<i>Your Promise to Us</i>
We Will:	You Will:
<ul style="list-style-type: none"> • Provide you with free, detailed information about the assessment (format, content, question types, fees, and scoring) and information on accommodations for disabilities. <ul style="list-style-type: none"> ○ GMAC Supplement for Test Takers with Disabilities. • Develop and deliver the assessment according to professional standards. • Treat you fairly and with impartiality throughout your Business Writing Assessment experience, regardless of personal characteristics protected by law. • Share our GMAC Privacy Statement with you and treat your personal information as stated in our privacy practices. • Share your official scores with only those schools or programs you specify or allow (except when issues arise relating to your scores) or as otherwise stated in our Privacy Statement. 	<ul style="list-style-type: none"> • Read all of the Business Writing Assessment Policies and Procedures. • Familiarize yourself with the assessment format and content. • Arrive for your assessment with the proper identification. • Follow the policies and procedures and report any violations you observe. • Know the consequences if you do not show up for your assessment session, do not follow the steps required to begin the assessment, fail to complete the assessment, or violate policies. • Read the GMAC Privacy Statement and know how your information will be collected and used. • Share only your official scores with schools. • Send us any questions you may have about any of the information presented in the Business Writing Assessment Policies and Procedures or other Business Writing Assessment publications and communications. • Send us any concerns you may have about the assessment process or your results.

This statement of your rights has been adapted with permission from the APA, AERA, and NCME Standards for Educational and Psychological Testing.

Eligibility Requirements

- You must be at least eighteen (18) years old to schedule and take the Business Writing Assessment.
 - You may not create a different test taker account using alternative email addresses to bypass any decisions made pursuant to these Business Writing Assessment Policies and Procedures regarding your ability to test (e.g., if you are banned from taking the Business Writing Assessment, you may not register for a new account).
 - Request testing accommodations if you have a disability and wish to apply for accommodations. **You must be approved for any accommodations before you schedule your assessment, and you must follow any special registration instructions you receive.** If you are applying for accommodations related to a disability, please familiarize yourself with the information on: <https://www.mba.com/exams/business-writing-assessment/register>
-

Identification Requirements

Identification requirements are very specific. Please visit the following page to determine acceptable forms of ID: <https://www.mba.com/exams/business-writing-assessment/plan-for-test-day>

Minimum System Requirements

Review the [system requirements](#) to ensure that your computer meets the minimum requirements when you take the Business Writing Assessment. You are not allowed to use a VPN to connect to the assessment session, and you are not allowed to use any remote desktop applications or virtual machines at any time during the assessment. If we find that your workstation does not meet these minimum requirements, if we have reason to believe that administration of your assessment will result in technical difficulties, or if we otherwise deem it necessary, your assessment may be canceled.

Paying for the Assessment

Assessment Fees

For detailed information on fees and how to pay for the assessment and related services, please visit: <https://www.mba.com/exams/business-writing-assessment/register>

Business Writing Assessment Vouchers and Fee Waivers

If you have received a voucher or a fee waiver for the Business Writing Assessment, you may apply it to the assessment fee. However, you may not use it for rescheduling fees nor receive a refund (except as required by law). Vouchers issued by GMAC or fee waivers issued by schools may not be sold, redistributed, or transferred by test takers. To the extent a voucher or a fee waiver is sold, redistributed, or transferred in violation of the foregoing, such voucher or such fee waiver will be considered a fraudulent voucher or a fraudulent fee waiver, respectively.

Payment Methods and Payment Cancellations

Using a fraudulent payment method to register for the assessment is prohibited. You may not cancel a payment for any product or service received or ordered.

Reschedule or Cancel Your Assessment

Changes to personal account information must be completed at least seventy-two (72) hours prior to the start of your scheduled appointment. Also, please note that demographic information edits may require greater processing time and documentation. To make an edit to your profile, you must submit a request via email to testingsupport@meazurelearning.com.

You can reschedule your Business Writing Assessment online up to twenty-four (24) hours before your scheduled appointment time. You can cancel your Business Writing Assessment up to twenty-four (24) hours before your scheduled appointment time by submitting a Refund Request [via this form](#). If you are rescheduling or canceling an accommodated appointment, please refer to your decision letter for the appropriate contact information.

Please note that appointment changes cannot be requested, made, or modified within twenty-four (24) hours of the start of the assessment appointment time, and candidates who do not show up for the assessment forfeit the full assessment fee.

If you miss your appointment, you may schedule a new assessment, but there will be a 24-hour waiting period, and you will have to pay the full registration fee.

Score Reporting

Please visit <https://www.mba.com/exams/business-writing-assessment/scores> for information on accessing your scores and sending your scores to schools. You must not alter or falsify any score report.

Assessment Ownership and Confidentiality

Business Writing Assessment scores and responses to assessment questions are measurement information and are part of your assessment record. These and other assessment records are owned by GMAC. They are not the property of the test taker. The use, reporting, and cancellation of scores are subject to various rights and restrictions as indicated in these Business Writing Assessment Policies and Procedures. The various components of the Business Writing Assessment, including, but not limited to, the Business Writing Assessment questions, software, and algorithms, are the valuable intellectual property of GMAC and/or our test delivery service providers, whose rights include copyright, patent, trademark, and/or trade secret rights. These rights are protected. In particular, the assessment questions administered are valuable, copyright protected property of GMAC. You must maintain the confidentiality of all assessment questions administered to you and all responses submitted during the assessment. A disclosure of assessment questions or responses in any form by any means violates this confidentiality obligation.

Any unauthorized access, reproduction, distribution, or disclosure of assessment questions or responses before, during, or after you take the Business Writing Assessment is a violation of US and international intellectual property laws and treaties. GMAC will pursue all available remedies (including, but not limited to, those enumerated in the Business Writing Assessment Policies and Procedures), which may include prosecution to the maximum extent possible under applicable laws and may result in severe civil and criminal penalties. We reserve the right to cancel or withhold any assessment scores when, in our judgment, a testing irregularity occurs.

Business Writing Assessment Administration Policies and Procedures

Before check-in, ensure your workspace is clear and remove any prohibited items (as listed on this [page](#)). Glass walls, glass doors, and windows must be covered prior to your assessment. If you are using a physical whiteboard, confirm that your whiteboard meets the specified size requirements (as set forth under “Whiteboard Options” on this [page](#)) and that the front and the back of your whiteboard are completely erased. Note that you will be asked to agree to the [Business Writing Assessment Test Taker Rules & Agreement](#) when you register for the assessment, and you will not be presented with the Business Writing Assessment Test Taker Rules & Agreement again during test administration.

Test administration begins when you log in to your Candidate Portal and click the “Launch” button next to your scheduled appointment. Test administration includes check-in and ends after the test delivery platform closes. Test administrators (also referred to herein as “proctors”) are required to report any violation of testing policies or procedures, any testing issue, or any other irregularity. If you refuse to participate in any part of the check-in process, you will not be permitted to test, and you will forfeit your assessment fee.

- Nobody else is permitted in the testing area from the time you commence the check-in

process until you complete the assessment.

- Prior to check-in, you will be required to provide a contact phone number in case a test administrator needs to reach you during the assessment, usually pertaining to technical difficulties. The phone number will only be used for the purpose of this assessment. If you do not have a phone at this time, you will be required to confirm this prior to continuing.
- When you check-in, you will have to take and submit a digital photo of yourself and photos of your valid, original identification. You may not present tampered or altered identification. See the [“Identification Requirements” section](#) for specific identification requirements.
- You will need to allow live stream and recording through your webcam during the assessment.
- Audio and video are recorded throughout the entire assessment session, including during any breaks that have been pre-approved as an accommodation.
- You must confirm that you agree to comply with the [Business Writing Assessment Rules](#). Otherwise, your assessment score will be canceled, and you will forfeit your assessment fee.
- To proceed, you must confirm that you agree to comply with the [Business Writing Assessment Non-Disclosure Agreement and General Terms of Use](#).
- You will be asked to reveal the processes running on your machine to ensure no unauthorized programs are running. The test administrator may ask you to disable certain processes and adjust some configurations. You must comply with these requests.
- You will be asked to state the city and country where you are taking the assessment, and you must comply with this request.
- You must take the assessment for yourself. You must not test for anyone else or have another person test for you.
- You may have ONLY your identification, testing workstation, one physical erasable whiteboard, up to two (2) dry erase markers, one dry erase whiteboard eraser, water in a clear container, prescription eyeglasses, without the case, including tinted lenses, and permitted comfort items within arm’s reach after you check in to your assessment. For a list of permitted comfort items, please visit the “Allowed and Prohibited Items” section on the following page: <https://www.mba.com/exams/business-writing-assessment/plan-for-test-day>. Comfort items will be allowed in the testing area upon visual inspection by the test administrator.
- Prior to testing commencing, your testing area and all areas within arm’s reach of you during the assessment must be free of personal items, including, but not limited to, wallets, purses, bags, hats, watches, large jewelry, hair clips, and coats. Pockets will be subject to inspection.
- No devices (other than your testing workstation) or testing aids may be used or accessed during the assessment session. You must store all notes, study materials, or any other written materials outside of your testing area and out of arm’s reach. You must not refer to these materials after check-in, including during your assessment session. Prohibited devices and testing aids include, but are not limited to: pencils, pens, permanent markers, paper, chalkboards, writing tablets, books, pamphlets, notes (including writing on articles

of clothing or on one's body), rulers, calculators, watch calculators, lip balm, ear plugs, earbuds, head phones, stereos, radios, digital music players, telephones or mobile phones, stopwatches, watches (including digital, analog, and those with flashing lights or alarm sounds), and any other electronic or photographic devices or potential aids of any kind.

- Your testing area is subject to inspection by the test administrator.
- If your testing area does not pass a room scan, you will not be permitted to proceed with taking the assessment, and your entire assessment fee will be forfeited.
- Ultrawide monitors are not permitted for the assessment.
- Computers with touchscreen monitors are not permitted for the assessment.
- Access to telephones, mobile phones, other communication devices, watches, books, notes, or study guides will not be permitted in your testing area at any time, including during the assessment session. The sole exception to this rule is if the test administrator requires you to access your mobile phone for assessment administration purposes.
- Through the test delivery platform, you will be provided access to an online notepad during the assessment, but you may opt to use a physical whiteboard. If you choose to use a physical whiteboard, prior to being presented with the assessment question, you will be prompted in the on-screen instructions to demonstrate to your camera that all sides of the whiteboard are blank. You will also be asked to perform this demonstration at the end of your assessment. Whiteboard requirements can be found [here](#).
- The length of your appointment (including check-in) is approximately forty-five (45) minutes.
- Testing begins promptly after you are checked-in.
- Personal items, including food, drink (other than water in a clear container), gum, and candy, are not allowed in the testing area unless expressly pre-authorized for a disability.
- You may not communicate with anyone about the content of the assessment while the assessment session is in progress or after administration of the assessment. Recording, removing, or attempting to record or remove assessment content from the testing platform is strictly prohibited. Under no circumstances may any part of the assessment content viewed during an assessment administration be removed, reproduced, and/or disclosed in any form by any means (for example, verbally, in writing, or electronically) to any person or entity at any time. This includes, but is not limited to, discussing or disclosing such assessment content via email; in any internet "chat room," message board, or other forum; or otherwise. This disclosure prohibition applies before, during, and after any administration of the assessment. Failure to demonstrate an erased physical whiteboard when prompted during the assessment may be considered intent to disclose assessment content.
- If you need to leave your workstation during the assessment session, you must notify the test administrator. Otherwise, your assessment session may be terminated.
- Use the chatbox to connect with the test administrator if you believe you have a problem with your computer or the test delivery platform or need the test administrator for any other reason.
- You may not read questions aloud, mouth questions, or mumble/speak during the

assessment other than to ask the test administrator a question.

- You must act in a manner that does not disturb, interfere with, or threaten other test takers or test administrators.
- Disrespectful or disruptive behavior in any form will not be tolerated. The test administrator has sole discretion in determining what constitutes disrespectful or disruptive behavior.
- The test administrator is authorized to dismiss you from an assessment session for various reasons, including, without limitation: providing false information, attempting to take the assessment for someone else, failing to provide acceptable identification, possessing or accessing unauthorized personal items or testing aids, refusing to comply with the test administrator's reasonable requests, giving or receiving unauthorized help, attempting to tamper with the operation of the secure browser, accessing computer functions other than those designed for the assessment, refusing to follow directions, being disrespectful to the test administrator, or failing to adhere to any other procedures, policies, or rules.

Penalties for Policy Violations

Note: GMAC and our test delivery service providers reserve the right to take all action that we deem appropriate if a test taker fails to comply with the Business Writing Assessment Policies and Procedures or the test administrator's directions. This includes, but is not limited to, barring a test taker from future testing on any GMAC exams, canceling or withholding the test taker's scores, and/or reporting any violation, fraud, or other irregularities to schools, law enforcement, or other appropriate third parties. If your scores are canceled or withheld prior to being reported, they will not be reported, and your entire assessment fee will be forfeited. If your scores are canceled after being reported, we will notify score report recipients of the cancellation, and your entire assessment fee will be forfeited.

The following are considered policy violations. Please note that this is not an exhaustive list, and there may be other actions that are considered policy violations:

- Having someone else take the assessment for you and/or assist you during the assessment
- Taking the assessment for someone else
- Intentionally providing false information to the test administrator
- Sharing assessment questions and/or responses with others
- Accessing notes during the assessment
- Writing on any surface other than the provided online notepad or an approved physical whiteboard
- If an approved physical whiteboard is used, failure to demonstrate you have fully erased both sides of your whiteboard when prompted to do so

The penalties for policy violations on the Business Writing Assessment are severe. The penalties for policy violations may include, but are not limited to:

- Cancellation of your scores, including scores from past assessments
- Ban on future testing
- Ban on online testing
- School notification
- Legal prosecution (civil and criminal)

For more detailed information on policy violations, please visit the [“Score Cancellations by GMAC” section](#).

Report Inappropriate Behavior

Fair testing is as important to us as it is to you. If you are aware of anyone violating assessment rules or suspect that a policy violation has occurred, you should report your concerns by following the instructions available [here](#). We will treat your report confidentially; and we will not reveal your name to the person(s) you are reporting.

Submit a Concern About Your Experience

Submit concerns about technical issues to Customer Care at <https://www.mba.com/service/contact-us> within seven (7) days of your assessment date. We will research your concern as quickly as possible and provide you with a response.

Score Cancellations by GMAC

Testing issues and policy violations may result in score cancellations and other consequences. We will report your scores to schools/programs ONLY if you follow all the Business Writing Assessment Policies and Procedures. We also reserve the right to cancel or withhold any assessment scores when, in our judgment, there is a good faith basis to question the validity of a score for any reason. We do our best to cancel scores as soon as possible; however, we may discover information that leads us to question the validity of a score and cancel it after a score has been reported.

When scores are canceled by GMAC, score reports may have special notations in the place of actual assessment scores, indicating the nature of the incident. If a provision in this “Score Cancellations by GMAC” section conflicts with any other term or condition on our website, in any FAQs, or anywhere else, this “Score Cancellations by GMAC” section shall control.

Types of Score Cancellations

Testing Issues – “T”

Scores may be canceled by GMAC, in its sole discretion, due to a “Testing Issue.” A score canceled for a Testing Issue will be noted on the Official Score Report as a “T,” and schools may be notified that the score was canceled for a Testing Issue. Testing Issues refer to events that affect the administration of an assessment. When Testing Issues occur, they may affect multiple test takers.

Reasons scores may be canceled due to a Testing Issue include, but are not limited to:

- Administrative or technical errors
- Registration or payment errors
- An issue that compromises the integrity of the testing environment
- An issue that causes us to question the validity of a score

In the case of a score being canceled for a Testing Issue, GMAC may offer the candidate a remedy, in GMAC’s sole discretion, which may include: (1) the option to retest at no additional charge; (2) the option to retest subject to payment of the assessment fee; or (3) a refund of the assessment fee, subject to the terms provided by GMAC. If a retest is offered and a candidate selects that option, the candidate must retake the entire assessment in order to produce a valid score.

Policy Violations – “P”

Scores may be canceled by GMAC, in its sole discretion, due to a “Policy Violation.” A score canceled for a Policy Violation will be noted on the Official Score Report as a “P” and will result in the candidate’s forfeiture of assessment fees.

Reasons scores may be canceled due to a Policy Violation include, but are not limited to:

- Accessing unauthorized materials or devices
- Mousing questions or reading questions out loud
- Failure to follow the test administrator’s instructions
- Disrespectful or disruptive behavior
- Non-compliance with any applicable policy, term, or condition
- An issue that compromises the integrity of the testing environment
- An issue that causes us to question the validity of a score
- Violating retake policies

In the case of a score being canceled for a Policy Violation, GMAC may take appropriate actions against the candidate, in GMAC’s sole discretion, which may include: (1) canceling their score on any or all GMAC assessments; (2) enforcing a minimum 31-day wait to retest; (3) notifying schools; (4) forfeiture of assessment fees; (5) prohibiting the candidate from taking a GMAC online assessment; (6) banning the candidate from testing for up to five years on all GMAC assessments; and/or (7) taking legal action against the candidate.

Serious Policy Violations – “S”

Scores may be canceled by GMAC, in its sole discretion, due to a “Serious Policy Violation.” A

score canceled for a Serious Policy Violation will be noted on the Official Score Report as a “S” and will result in the candidate’s forfeiture of assessment fees.

Reasons scores may be canceled due to a Serious Policy Violation include, but are not limited to:

- Falsifying the candidate’s identity, identification, score, or score report
- Taking the assessment for others or having someone take the assessment on the candidate’s behalf
- Improperly accessing, recording, copying, or disclosing assessment content prior to, during, or after the assessment administration
- Using any unauthorized software, including, but not limited to, VPN, remote desktop applications, or virtual machines
- Inappropriate or profane behavior towards the test administrator
- Providing fraudulent payment or payment cancellation
- Paying for the assessment with a fraudulent voucher or a fraudulent fee waiver
- Any policy violation we deem to be serious non-compliance with any applicable policy, term, or condition
- An issue that compromises the integrity of the testing environment
- An issue that causes us to question the validity of a score

In the case of a score being canceled for a Serious Policy Violation, GMAC may take appropriate actions against the candidate, in GMAC’s sole discretion, which may include: (1) canceling their score on any or all GMAC assessments; (2) enforcing a minimum one-year wait to retest; (3) notifying schools; (4) forfeiture of assessment fees; (5) prohibiting the candidate from taking a GMAC online assessment; (6) banning the candidate from testing for life on all GMAC assessments; and/or (7) taking legal action against the candidate.

Appeals and Notifications to Schools

If a candidate believes we should review a decision we made about their assessment, the candidate may request an appeal by contacting the GMAC Test Security Team. To submit an appeal, reply to the notice received from the GMAC Test Security Team within seven (7) days from the date of GMAC’s original decision. Under certain circumstances, we may shorten or extend the seven (7) day appeal period. The appeal period will be specified in the notice you receive from the GMAC Test Security Team. After the appeal period expires, the score cancellation decision will be final, and any school to which you have sent scores will be notified of this decision. The appeal process is an internal examination, offered to candidates at GMAC’s discretion. GMAC will not disclose information that may hinder test security.

GMAC, in its sole discretion, determines the outcome of an appeal. Outcomes may include denial, reinstatement of the original score, or change in the reason for cancellation, which may include the opportunity to retest.

There are circumstances in which a candidate’s scores may be canceled or withheld without prior notice or an opportunity to appeal. Those circumstances typically involve, but are not limited to, disruptions by the candidate during assessment administration, advance disclosure of assessment content, and cases in which the candidate is observed violating assessment policies and/or is

dismissed from the assessment. In these situations, the candidate may simply be informed that their scores are canceled or invalidated.

IMPORTANT! Scores are canceled if there is a good faith reason to question their validity. GMAC may cancel scores even if the test taker is not directly involved in the policy violation or testing issue.

Exclusive Remedies

The remedies stated in these policies are the exclusive remedies available to a candidate and are determined in GMAC's sole discretion.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, GMAC'S TOTAL LIABILITY TO YOU, OR ANYONE ACTING ON YOUR BEHALF, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE ASSESSMENT, FROM ANY CAUSE, SHALL NOT EXCEED THE ASSESSMENT REGISTRATION FEES YOU PAID TO GMAC, OR USD \$30.00, WHICHEVER IS GREATER. TO THE FULLEST EXTENT PERMITTED BY LAW, GMAC SHALL NOT BE LIABLE TO YOU, OR ANYONE ACTING ON YOUR BEHALF, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, SPECULATIVE, INCIDENTAL (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, LOSSES, COSTS, OR DAMAGES INCURRED DUE TO LOSS OF OPPORTUNITY, PROFITS, OR INCOME; LOSS OF INFORMATION; BUSINESS INTERRUPTION; TRAVEL AND LODGING COSTS; OR ASSESSMENT PREPARATION COURSE FEES, REGARDLESS OF HOW THESE ARE CLASSIFIED), EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ATTORNEYS' FEES, EXPENSES, EXPERT WITNESS FEES, OR COSTS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. THIS CLAUSE SHALL APPLY REGARDLESS OF WHETHER (1) SUCH LOSS OR DAMAGE WAS FORESEEABLE OR (2) YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Governing Law and Jurisdiction

These Business Writing Assessment Policies and Procedures and any and all disputes arising out of these Business Writing Assessment Policies and Procedures shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, USA, without giving effect to conflict of law principles or other rules that would result in the application of the laws of a different jurisdiction. The Business Writing Assessment Policies and Procedures shall not be governed by the United Nations Convention for International Sales of Goods, which shall be

expressly excluded. Any legal suit, action, or proceeding arising out of or related to the Business Writing Assessment Policies and Procedures shall be brought exclusively in the courts of Fairfax County, Virginia, USA, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Accessibility

If you have any trouble accessing the Business Writing Assessment Policies and Procedures or any other documents referenced herein, please contact [GMAC Customer Care](#) for assistance before registering or taking the Business Writing Assessment.

The policies and procedures set forth herein for the Business Writing Assessment are effective as of the effective date indicated below. The fees, rules, terms, and conditions contained in these policies and procedures are subject to change. Visit www.mba.com for the most up-to-date information.

Effective Date: September 4, 2024

Business Writing Assessment Test Taker Rules & Agreement

In order to test, you must agree to comply with and be bound by the rules set forth in the GMAC™ Business Writing Assessment Test Taker Rules & Agreement. Your agreement to the Business Writing Assessment Policies and Procedures during exam registration certifies your agreement to comply with the GMAC Business Writing Assessment Test Taker Rules & Agreement.

GMAC Business Writing Assessment Test Taker Rules & Agreement

The GMAC Business Writing Assessment Test Taker Rules & Agreement (“Agreement”), as incorporated into the Business Writing Assessment Policies and Procedures, is a legal agreement between you (also referred to herein as “candidate,” “test taker,” “I,” or any similarly situated reference), who will take the Business Writing Assessment, and Graduate Management Admission Council (“GMAC”). This Agreement sets forth the terms and conditions under which GMAC will allow you to register for and take the assessment. Your acknowledgement during registration indicates your agreement to comply with and be bound by any rules, terms and conditions, privacy statements, and the policies and procedures set forth herein.

Do not register for or take the assessment if you do not agree to be bound by this Agreement. Failure to comply with this Agreement may result in the following:

- Reporting the incident to GMAC;
- Reporting the incident to schools you selected;
- Invalidating your assessment and canceling your scores;
- Taking other action, such as prohibiting you from retesting;
- Forfeiting your assessment fee; and/or
- Legal action.

While Testing:

1. The only items, other than your personal computer, you may have within reach during your assessment are the following:
 - Your ID;
 - Prescription eyeglasses, without the case, including tinted lenses;
 - One (1) handheld erasable whiteboard (no larger than 12 inches x 20 inches (30 centimeters x 50 centimeters));
 - Up to two (2) dry erase markers;
 - One (1) dry erase whiteboard eraser;
 - Water in a clear container; and
 - Permitted comfort items, subject to visual inspection by the test administrator.
2. Any items not listed above are required to be out of reach and line of sight during your

assessment, including, but not limited to, any digital electronics or items with writing on them.

3. Your cell phone must be placed out of your reach and line of sight. You may only access your cell phone if required to do so by the test administrator.
4. Your line of sight during testing may not include any powered on digital electronics other than your workstation or any object or surface containing writing that may be considered notes.
5. Testing must begin once the check-in procedures have been completed.
6. No other individual is allowed in your testing area, or to pass through your testing area, while your assessment is in progress.
7. If using a physical whiteboard, you must completely erase your whiteboard and show the front and back of your blank whiteboard to the camera at up to two (2) points (per the instructions on the assessment screen):
 - Before the assessment begins; and
 - Before the assessment ends.
8. You may not copy, record, photograph, stream, screenshot, or otherwise attempt to duplicate in any way any questions or responses from your assessment.
9. Food, drinks, smoking, and gum are prohibited during the assessment, with the exception of water in a clear container.
10. You may not talk during the assessment.
11. You may not leave the testing area or your seat during the assessment.
12. Notify the test administrator immediately by using the chatbox if you have a problem with your computer, software, or any other issue.

Failure to comply could result in your assessment being terminated, your score being canceled, and/or other consequences, as determined in the sole discretion of GMAC.

After the Assessment:

1. You must not:
 - Record;
 - Copy; or
 - Disclose in any fashion any assessment question or response, in whole or in part, in any form or by any means (orally, in writing, on any internet “chat room,” via SMS/text, or otherwise).

Assessment results are encrypted and transmitted to GMAC and its test delivery service providers.

The digital photographs may be compared against those of other test takers for fraud detection purposes.

For additional information concerning the collection, transmission, and processing of your personal data (including, without limitation, assessment results, photographs, and the audio/video recording of the assessment session), refer to the GMAC Privacy Statement available on mba.com.

By providing my digital acknowledgement, I give GMAC and its test delivery service providers my permission to retain, process, store, and transmit the following to the United States and India, which may have different privacy protections than the country where I am located:

- My personal information related to the assessment;
- The digital photographs of me;
- The video and audio recordings that include me from my workstation; and
- My assessment responses.

I understand the information provided above and agree to comply with and be bound by this Agreement.

Business Writing Assessment Rules

Please reply in the chatbox once you have read and agree to the Business Writing Assessment rules listed below:

1. You will be required to be seated and test from a hard surface, like a desk or table, with your computer connected to a power source and no prohibited items around you during the assessment session.
2. You must be alone in the testing room. If the room you are testing in has a door, you should ensure it is closed, and if possible, positioned directly behind you. You must remain within clear view of your webcam throughout the assessment with adequate lighting.
3. Your webcam, speakers, screenshare, and microphone must remain on throughout the assessment.
4. There are no scheduled breaks during the assessment. If you need to take an unscheduled break, you must notify your proctor before leaving for your break. Note that the timer will remain running for any unscheduled breaks. Any unscheduled breaks taken without notifying your proctor may result in the assessment being terminated.
5. You must notify the proctor of any technical issues you experience during the assessment. You can notify your proctor by typing into this chatbox.
6. All headphones and watches must be removed prior to starting the assessment and may not be accessed at any time during the assessment.
7. You must not read the question out loud or speak out loud during the assessment.
8. No food is permitted during the assessment. Water in a clear container is permitted.
9. Recording, removing, or attempting to record or remove assessment content is prohibited.
10. You are permitted to use a physical whiteboard no larger than 12 inches x 20 inches (30 centimeters x 50 centimeters), two dry erase markers, and one whiteboard eraser throughout the assessment. You will be expected to clear and show the whiteboard before and after the assessment. An online notepad will also be available within the interface. No other resources are allowed without an approved testing accommodation.

Do you understand and agree to these rules? Please reply to this chat with a “Yes” or a “No.” If you reply with “No,” your assessment score will be canceled, and you will forfeit your assessment fee.

You are about to begin the Business Writing Assessment. You will first access some introduction screens and then have 30 minutes to complete your essay response. There are no scheduled breaks. If you request to take an unscheduled break during the assessment, the timer will continue to run. If you need to take an unscheduled break, please notify your proctor. Upon your return, we will need to re-secure your workspace before you can continue with the assessment.

You are permitted to use the following resources during your assessment: water in a clear container, a whiteboard no larger than 12 inches x 20 inches (30 centimeters x 50 centimeters), two dry erase

markers, and one whiteboard eraser. An online notepad will be available within the interface. No other resources are permitted unless otherwise approved as an accommodation.

Failure to comply with any of the above rules or any other rules as outlined in the GMAC Business Writing Assessment Policies and Procedures could result in your assessment session being terminated, your score being canceled, and/or other consequences.

Do you understand and agree to these rules? Please reply to this chat with a “Yes” or a “No.” If you reply with “No,” your assessment score will be canceled, and you will forfeit your assessment fee.

Business Writing Assessment Non-Disclosure Agreement and General Terms of Use

GMAC Business Writing Assessment Non-Disclosure Agreement and General Terms of Use

You will need to agree to the following terms prior to taking the GMAC™ Business Writing Assessment (the “assessment” or the “exam”):

I have read and I understand and agree to the procedures and rules relating to the assessment that were available on the test delivery service provider’s website and/or on mba.com at the time of my registration for the assessment.

I certify that I am the person whose name appears on the application check-in screen.

I certify that I am taking the assessment for a valid educational or legal purpose, and I agree to comply with and be bound by the GMAC Business Writing Assessment Non-Disclosure Agreement and General Terms of Use, including the confidentiality and non-disclosure requirements.

I have read and I understand and agree to all terms and conditions relating to the assessment identified in, or referenced on, the test delivery service provider’s website and on mba.com, including, without limitation, those related to:

- Exam fees, retest and other testing policies, and score cancellations for irregularities and inappropriate test taker conduct;
- Ownership of the exam, all rights therein, and all test-related records by the Graduate Management Admission Council (“GMAC”); and
- The exclusive remedies available to me in the event of an error in scheduling, administration, or security of the reporting of my exam scores.

I have read and I understand the privacy policies on the test delivery service provider’s website and on mba.com describing the collection, use, processing, protection, and transmission of my personal information (including the digital photograph and audio and video recording collected) and my assessment responses and describing the disclosure of such data to GMAC, its service providers, any score recipients I select, and others as necessary to prevent fraud or other unlawful activity or as required by law.

I understand that the exam is a confidential and secure test, protected by civil and criminal laws of the United States and elsewhere.

I certify that I have not knowingly accessed “live” responses to questions that might appear on my exam and will not discuss the content of the exam with anyone.

I agree that I will not record, copy, or disclose any exam questions or responses, in whole or in part, in any form or by any means before, during, or after I take the exam (orally; in writing; in any internet “chat room,” message board, or forum; by SMS or text; or otherwise).

I understand and agree that if I provide false information or if I violate any of the assessment rules, policies, procedures, or terms and conditions, including, but not limited to, those set forth in the

GMAC Business Writing Assessment Policies and Procedures, then:

- The proctor may immediately discontinue my assessment session.
- My scores may be canceled without a refund, and a school receiving my scores may be informed of the reason for the cancellation.
- I may be banned from retaking the assessment and any other exam offered by GMAC.
- I may be subject to other consequences, as GMAC or the test delivery service provider deems appropriate at its sole discretion.

I understand that if I do not agree to the GMAC Business Writing Assessment Non-Disclosure Agreement and General Terms of Use, I will not be permitted to take the assessment, and I will forfeit my exam fee.