

NBCE Examinee Agreement

This NBCE Examinee Agreement (“Examinee Agreement”) is a legally binding contract between you and the National Board of Chiropractic Examiners (“NBCE”) that sets forth the terms and conditions under which the NBCE will permit you to take NBCE examinations. You must read, acknowledge and accept the terms of this Examinee Agreement at the time of your application, and confirm your agreement again before you start taking a NBCE examination on the day of your scheduled examination. If you do not agree to the terms of this Examinee Agreement, you will not be permitted to complete an application or take the examination. Adherence to the Examinee Agreement is necessary to enable NBCE to maintain fair and valid examinations, and to ensure the integrity and reliability of examination results.

By selecting ‘CONFIRM’ at the end of the Examinee Agreement, you are affirming to NBCE that all representations and statements to NBCE are true and correct, and you are acknowledging that you have read, understand and agree to abide by all terms, requirements, rules and policies outlined and/or referenced in this Agreement.

I affirm that I am the person whose name and address appear on my NBCE application for this examination, and the government-issued photo identification that I presented for admission to the examination. I am taking the NBCE examination solely for the purpose of pursuing my professional education and/or licensure, and for no other purpose. I affirm that I am not taking the NBCE examination on behalf of any other person. I affirm that all information that I provided to NBCE at the time of my application for this examination and at any time thereafter is complete, accurate and true in every respect and that, if any of the information that I previously provided to NBCE has changed since the time I provided it, I have submitted updated information that is complete, accurate and true, and reflects all such changes. I understand that providing false, misleading or incomplete information to NBCE shall be considered a violation of the Examinee Agreement and will subject me to the consequences provided herein for violations of the Examinee Agreement.

I understand and agree that, as a condition of taking the NBCE examination, I am subject to security screening prior to admission and re-admission to the building and/or room where the NBCE examination is administered. I further understand and agree that the security screening process may include requiring me to: (1) demonstrate that my pockets are empty, (2) remove any backpack, bag, jacket, non-corrective eyewear, sunglasses, coat, scarf, or hat (“Prohibited Personal Items”) that I may be wearing or holding (except for a genuine religious purpose), (3) lift my pants up to my knees and push my sleeves up to my elbows, (4) submit personal items for inspection and (5) submit to scanning of my body with a magnetometer and/or other metal detection devices. I understand and agree that I will not be permitted to take or resume taking the examination if I refuse to submit to security screening as described above or to remove and secure Prohibited Personal Items (except for a genuine religious purpose) prior to entering the room where the NBCE examination is administered, at the sole discretion of test administrators.

I understand and agree that the following conduct, whether attempted or completed, is strictly prohibited:

- Copying, capturing, recording, collecting, reconstructing, memorizing, discussing, transmitting or distributing NBCE examination content;
- Giving or receiving assistance on a NBCE examination;
- Viewing the content of another examinee's computer display or examination papers during a NBCE examination administration;
- Possessing or accessing Prohibited Personal Items while inside a room where a NBCE examination is being administered;
- Taking a NBCE examination on behalf of another person;
- Possessing, accessing or using a cellular phone or any device that connects to a cellular network or the Internet while inside a room where a NBCE examination is being administered or in any location during unscheduled examination breaks;
- Possessing, accessing or using any electronic device, camera, recording device, or photographic equipment of any kind while inside a room where a NBCE examination is being administered;
- Possessing, accessing or using any books, notes, papers, note-taking materials, study materials or test-taking aids of any kind while inside a room where a NBCE examination is being administered or in any location during unscheduled examination breaks;
- Failing or refusing to submit to security screening or inspection of personal items upon request by a test administrator at any time prior to or during a NBCE examination administration;
- Failing or refusing to strictly comply with instructions or requests of a test administrator at any time prior to or during a NBCE examination administration;
- Engaging in disruptive, unprofessional, threatening, or abusive behavior in or near any building where a NBCE examination is being administered; and
- Talking or communicating with anyone other than a test center administrator, proctor, or an approved test reader (if a test reader accommodation has been approved in writing in advance) while inside a room where a NBCE examination is being administered.

I understand and agree that engaging in any of the above-described prohibited conduct shall be considered a violation of the Examinee Agreement.

I agree to follow the instructions and requests of all test administrators and understand that my failure or refusal to follow instructions or comply with requests from an authorized test administrator shall be considered a violation of the Examinee Agreement.

I affirm that I am not taking this NBCE examination in my capacity as a test preparation agent or

tutor, or for the purpose of obtaining such employment. I affirm that I will not be employed as a test preparation agent or tutor for NBCE examinations for a period of three (3) years following the completion of this examination.

I am aware that NBCE examinations are confidential, and that their contents are disclosed to me at the time of test administration in a limited context to permit me to test in pursuit of my professional education and/or licensure, and for no other purpose. I understand that NBCE examinations, questions, reading passages, answer choices, graphic images and all related examination content contained within NBCE examinations are protected by United States and international copyright and trade secret laws. I agree that I will not discuss or disclose NBCE examination content orally, in writing, on the Internet, or through any other medium existing today or invented in the future. I agree that I will not copy, reproduce, adapt, disclose, or transmit exam questions or answer choices or any exam content, in whole or in part, or assist or solicit anyone else in doing the same. I further agree that I will not reconstruct exam content from memory, by dictation, or by any other means, for any purpose. I understand that prohibited acts under these terms include, but are not limited to: describing questions, answer choices, passages, images or graphics from the exam; identifying terms or concepts contained in exam questions or responses; sharing answers to questions; referring others to information I saw on the exam; reconstructing a list of topics on the test; and soliciting or discussing exam questions, answer choices, passages, images, graphics, or topics in person, through telephonic or electronic communication, or on Internet "chat" rooms, social media, private or public groups, message boards, forums, or through any other means.

I understand and agree that I also am not permitted to possess, solicit, read, study from, or otherwise use confidential information about NBCE examinations during my own exam preparation. I affirm that I have not engaged in such conduct prior to taking the exam and that I will not engage in such conduct during or after the exam. I also agree not to ask any other individual to disclose exam content to me or to seek out actual live, confidential exam content from any other source. I agree that if I 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, digital or electronic files and/or paper documents, that I reasonably believe contains confidential NBCE examination content, or has been represented to contain confidential NBCE exam content, I will immediately report its existence to NBCE. I agree that I will fully cooperate with any investigation by NBCE related to my receipt or access to information believed or represented to contain confidential NBCE examination content.

I understand and agree that NBCE reserves the right to use statistical and psychometric analyses to evaluate the validity of examination response data and scores. I understand and agree that NBCE utilizes these reliable scientific methods to determine whether scores should be withheld, invalidated, canceled or investigated further to determine whether an examinee violated the terms of the Examinee Agreement. I further understand and agree that, if NBCE has a reasonable basis to question the validity of any NBCE examination response data or examination result, whether identified through the use of statistical analysis, psychometric analysis or any

other reliable scientific method or source of information, NBCE reserves the right, in its sole discretion, to withhold, cancel and invalidate examination scores, without any requirement to demonstrate that I or any other examinee violated the terms of the Examinee Agreement. I agree that if NBCE invalidates my examination score, I will not be entitled to a refund for the examination, and I will be required to pay the established fee to take the examination again, if I am permitted by NBCE to take the examination again.

I authorize the NBCE to release a report of my scores from this examination to an authorized representative of my college or school.

I understand and agree that NBCE reserves the right to, but is not obligated to, investigate any alleged violation of this Examinee Agreement or any alleged activity or circumstance that may compromise the validity, integrity, or security of any portion of a NBCE examination, or the results thereof. Upon receiving notice from NBCE that it is conducting an investigation related to the examination, I understand and agree that I am required to:

1. fully cooperate with the investigation;
2. disclose to NBCE all knowledge that could potentially relate to the investigation;
3. produce all documents, data and materials requested by NBCE;
4. upon request, submit to an in-person interview conducted by or on behalf of NBCE; and
5. truthfully and completely answer all questions asked by NBCE.

I also understand and agree that if I provide false or misleading information to NBCE at any time, violate the terms of this Examinee Agreement, refuse to comply with any directions given to me by a test administrator, engage in any activity that may compromise the validity, integrity, or security of the NBCE exam, or fail to fully cooperate in any investigation related to the NBCE examinations, that NBCE may, directly or through its authorized representatives:

- Interrupt, suspend and/or terminate the administration of my NBCE examination;
- Confiscate any item from me during a NBCE examination administration including, but not limited to, notes, electronic devices and Prohibited Personal Items. The NBCE, at its sole discretion, may search the item and/or take permanent possession of any confiscated item. The examinee is expected to cooperate with any search, including providing passwords to electronic devices, accounts, or apps and is responsible for all costs related to the search;
- Withhold, cancel or invalidate my examination scores, before or after the scores are reported, without a refund;
- Prohibit or disqualify me from taking NBCE examinations for a fixed period of time or permanently;

- Notify my college or school and/or my employer and/or state and national licensing agencies that my score was withheld, cancelled or invalidated or that I was prohibited or disqualified from taking NBCE examinations for a fixed period of time or permanently; Issue a report of the factual findings of an investigation related to my conduct to interested parties including, but not limited to, my college or school and/or my employer and/or state and national licensing agencies; and
- Pursue a civil lawsuit against me based upon my conduct in violation of the Examinee Agreement and/or refer the matter for prosecution by state and/or federal authorities or any government agency with jurisdiction.

NBCE does not, and cannot, guarantee that any participant will not be exposed to or become infected with illness. Some testing activities require close contact with others that may increase this risk.

I attest that I will comply with all public health orders and travel restrictions. I further attest that I will not attend the exam if I have signs or symptoms of any illness that may be contagious (e.g. cold or flu symptoms, cough, fever, congestion, loss of smell or taste, fatigue, etc.), and will contact the NBCE to arrange a future testing opportunity.

By electing to participate in an NBCE examination based on my own, independent risk assessment, I release and forever discharge NBCE from any and all claims, causes of action, liability and damages related to my participation in testing activities.

This Agreement shall be governed by Colorado law.

1. Any and all disputes arising out of, or in any way related to, this Agreement, examination, or interactions with NBCE shall be resolved by binding arbitration including, without limit, claims arising in contract or in tort and claims related to any local, state, or federal law, whether codified or not.
2. All disputes shall be submitted to an arbiter at Judicial Arbiter Group (JAG) for binding decision by a single arbiter, unless a different arbiter is selected by agreement of the Parties. If the Parties cannot agree on an arbiter, they shall request names in such number that each Party shall have the opportunity to strike one name, leaving one arbiter.
3. A written demand for arbitration must be filed with JAG within one (1) year from the date a dispute arises. If a Party does not respond to JAG communication or pay its share of the arbitration deposit within thirty (30) days, such arbitration may proceed without the non-responding Party's participation and may be decided based on written submission.
4. Unless the Parties otherwise agree, the procedure for arbitration shall be limited to:
 - a. Ten (10) requests for production; ten (10) interrogatories; and ten (10) requests for admissions.
 - b. Three (3) depositions not to exceed four hours testimony time each.
 - c. Only such additional discovery that the Arbiter determines is minimally necessary to

resolve the dispute including, without limit, issuing subpoenas for documents or testimony.

- d. Written statements detailing each Party's position with supporting legal authority, a summary of anticipated witness testimony, and all documentation, submitted to the opposing Party and the Arbiter at least forty five (45) days prior to any arbitration hearing, as well as, a rebuttal statement submitted at least thirty (30) days prior to any arbitration hearing. If an issue or testimony is not described in detail, or a document is not produced, it shall not be admitted at arbitration.
 - e. A two day arbitration up to eight (8) hours per day, with each party having equal time.
 - f. Those necessary procedures that the Arbiter orders.
5. The Arbiter shall decide the dispute and issue a written decision without findings or reasoning, which shall not be subject to appeal or contest. The Arbiter's award will be final and binding, and judgment may be entered in any court of competent jurisdiction. Costs of arbitration required to be paid in advance, including any administration fee, arbiter fee, and facility costs shall be paid equally by the Parties to the arbitration. The Arbiter may entertain a motion filed within fourteen (14) days of the Arbiter's final decision for an award of costs and fees, including attorney fees. Reasonable costs and fees shall be awarded to the prevailing party.
6. The Arbiter shall not have any power to alter, modify or change any of the terms of this Agreement.

By checking the box that reads "CONFIRM" below, I am representing to NBCE that all of the prior information, statements and affirmations that I have provided to NBCE are true and correct, including but not limited to all of the affirmations contained in this Examinee Agreement. I am further confirming my agreement to all of the terms and conditions set forth in this Examinee Agreement, including, without limitation, the consequences for making false or misleading statements to NBCE, and for violating any term of this Examinee Agreement.

If there is any part of this Examinee Agreement that you do not understand or agree with, you are not permitted to take this NBCE examination, and you should check the box below that says "I DO NOT AGREE".

CONFIRM

I DO NOT AGREE

(Please sign name)

April 13, 2022