

# **NMAT by GMAC™ Exam - Terms and Conditions**

The NMAT by GMAC™ Exam Terms and Conditions (the “**NMAT by GMAC Terms and Conditions**” or “**Terms**”), which incorporate by reference any rules, agreements, policies, procedures, and more referenced or included herein, are a legally binding contract between the test taker (“test taker” or “you”) and Graduate Management Global Connection (India) Private Limited (“**GMGC**”). By registering to take the NMAT by GMAC exam, you acknowledge that you have carefully read, fully understand, and agree to be bound by these Terms.

**These Terms apply to both the NMAT by GMAC exam delivered at a test centre in person (“Test Centre Exam”) and the NMAT by GMAC exam delivered online (“Online Proctored Exam at Home”). Please note that test takers located in India are only eligible to take Test Centre Exam. International candidates outside of India are only eligible to take the Online Proctored Exam at Home. To the extent there are differences between the Terms for the Test Centre Exam and the Online Proctored Exam at Home, those differences are specified herein.**

In addition, GMGC and its test delivery vendors have established other testing terms and conditions to enhance the testing environment and the validity and security of the exam. When you register for the NMAT by GMAC exam, you are agreeing to all terms and conditions contained in these Terms, any FAQs, and other guidance relating to the exam on <https://www.mba.com/nmat> and on the test delivery vendors’ 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 to the United States of personal information and the disclosure of such information to GMGC, its service providers, and others.

**IMPORTANT:** THESE TERMS 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 GMGC. 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.

**WARNING:** Proxy test taking (having a third party take an exam on your behalf), harvesting test questions, and the use of harvested test questions are strictly prohibited, and it’s only a matter of time before we identify such wrongdoing. Individuals and organizations associated with these activities are cybercriminals not acting in your best interest and who oftentimes engage in scams, fraud, extortion, and other wrongdoing. Such misconduct is strictly forbidden and will result in severe penalties and consequences, including, but not limited to, criminal and civil prosecution, score cancellation, bans from testing, notice to schools, visa revocation, deportation, expulsion from your program, and more. GMGC reserves the right to contact schools and take other appropriate actions with respect to test takers who violate these Terms.

## **1.0 About the Test**

1.1 The NMAT by GMAC™ exam (the “Test” or “test” or “exam”) is a computer adaptive test owned by Graduate Management Global Connection (India) Private Limited, a subsidiary of Graduate Management Admission Council (“**GMAC**”).

1.2 The 2-hour Test contains multiple choice questions. Prior to the start of the Test, there will be a 2-minute period for the test taker to agree to the Non-Disclosure Agreement, an 8-minute tutorial and a 3-minute period for section selection and sequencing. There are three sections: Language Skills, Quantitative Skills, and Logical Reasoning. Each section is individually timed.

Section	No. of Questions	Time (Minutes)	Score Range
Language Skills	36	28	12-120
Quantitative Skills	36	52	12-120
Logical Reasoning	36	40	12-120
Total	108	120	36-360

1.3 Test takers need to answer the questions of each section within the allotted section time. Once the test taker completes a section, whether the test taker selects to move to the next section or if time runs out, the test taker will not be able to return to that section. Test takers cannot add the remaining time of one section to other sections. If a test taker completes answering before the allotted section time expires, the balance time cannot be added on to the next section's allotted time.

1.4 A test taker is allowed to take the Test a maximum of three times (first attempt plus a maximum of two retake attempts, including "No Shows" in a testing year).

1.5 Minimum System Requirements for the **Online Proctored Exam at Home**: Ensure that your computer meets the minimum requirements before taking the exam. Test takers shall not use a VPN to connect to the exam session, use any remote desktop applications, or virtual machines at any time during the exam. If a test taker's workstation does not meet the minimum requirements, if there is reason to believe that the administration will result in technical difficulties, or if otherwise deemed necessary, your exam may be cancelled.

1.6 Test takers will be presented with a Non-Disclosure Agreement ("NDA") that they must accept within two minutes from the NDA being presented to them in order to proceed with the Test. If the test taker does not accept the NDA deliberately or fails to accept such NDA within two minutes, he/she will not be able to proceed with the Test, and the Test will end. The test taker will then not be able to resume the Test that day under any circumstances. Test Centre staff or the proctor will not be able to do anything, and the test taker will lose the Test attempt as well as forfeit the test fee. Please read the NDA prior to registering.

1.7 Please see <https://www.mba.com/exams/nmat/exam-day> for more information, policies, and procedures, such as the ID requirements (<https://www.mba.com/exams/nmat/exam-day/id-requirements>) and <https://www.mba.com/exams/nmat/register-schedule/online-proctored-exam-at-home>, for more details on the Online Proctored Exam at Home, including, but not limited to Checking system requirements and readiness, Review Standard Rules, and Review Known Issues.

## 2. Registration

2.1 It is the responsibility of the test taker to understand the eligibility requirements of all the universities and schools to which he/she is interested in applying before registering for the Test. If the test taker registers for the Test, and it is found that he/she is ineligible for admission to the desired program, no test fee refund will be made under any circumstances. For the eligibility requirements, test takers are advised to check the websites of each university and school where they plan to apply.

2.2 Test takers can register for the exam through an online registration process available on the website <https://www.mba.com/nmat> during the registration period stated on the website. There is no late registration window. If Test takers have already taken the exam from a previous year, they will need to use their previous login and password from the prior testing year.

2.3 During registration, test takers must upload a photograph based on the following specifications:

A recent photograph (not more than 6 months old) so that test administrator staff can authenticate the test taker's identity. Prior to submission, please preview the photo and ensure it's clear and then submit. The photo should:

- Be in one of the following formats: JPG, PNG, GIF
- Be upright. Do not upload landscaped or rotated pictures
- Be less than 1 MB (size cannot exceed 1 MB)
- Have a white or light colour background
- Show the test taker with his or her eyes open and clearly visible in the photo
- Show the test taker's face in a way that's distinctly visible, straight, and at centre with the top of the shoulders showing in the photo

The following types of photographs are not acceptable and will get rejected:

- Photos which are not sufficient to authenticate a test taker's identity, in its sole discretion
- Facebook photos and/or photos not having the above specifications of size
- Photos with a dark colour background

2.4 Test takers need to confirm their email ID before initiating their registration. Confirmation of completed registration and payment will be sent by email to the confirmed email ID only.

2.5 Registration applications submitted without the proper registration fee, with insufficient or incorrect details, with no photo or a photo not matching the criteria mentioned above, or with payment received beyond the specified closing time and date for submitting the registration application will be rejected and GMGC shall not entertain any queries with respect to the same.

2.6 Test takers need to ensure that the information submitted by them is correct and true. Test takers are advised to check the information entered in the application form very carefully before submission, preview the application form, and if required, edit the details entered before submitting, as most details given cannot be changed post submission of the application.

2.7 The online application for registration will be deemed to be submitted when (a) the test taker complies with the above terms of registration; (b) the registration fee is received by GMGC by the posted due dates; and (c) the test taker agrees to comply with the NMAT by GMAC™ Exam Terms and Conditions, the [GMAC Privacy Statement](#) and the Non-Disclosure Agreement (collectively, the "Terms"), all of which cumulatively form part of this submission process.

### 3.1 Test Takers with Disabilities

3.1 Test takers who wish to request special assistance must complete the relevant details in the application form while registering. The test takers must scan their Disability Certificate and upload it to the registration application in order to be approved for necessary accommodation(s). Each application will be reviewed on a case-by-case basis. Once an accommodation is approved, the test taker can self-schedule his/her test with the approved accommodation(s). **Any request received after the closure of the registration window will not be accepted, and the test taker will have to test without any assistance.** GMGC reserves the right to make a final judgment regarding testing accommodations in accordance with the Test requirements. Failure to timely comply or provide proper or adequate documentation will result in accommodations being denied.

#### **Disabilities for which accommodations may be provided include:**

- Physical and systemic disabilities
- Sensory disabilities (vision and hearing)
- Learning disabilities
- Other disabilities

## **Special arrangements that may be provided include, but are not limited to:**

- Extra testing time
- Enlarged fonts
- Allowance of a medical device in the testing room (e.g., inhaler, glucose monitor)
- A scribe to assist test takers with vision impairments. Test takers requiring a scribe will be required to bring their own scribe. They will also be required to submit the scribe request in the prescribed format for approval as advised by GMGC.
- A personal care assistant (PCA) for individuals with physical disabilities. Test takers requiring a PCA will be required to bring their own PCA. They will also be required to submit the PCA request in the prescribed format for approval as advised by GMGC.

## **4. Registration Fees**

4.1 For **Test Centre Exams**: To register, test takers must pay the relevant registration fee as specified on the website before scheduling their exams. Debit card, credit card, and net banking are acceptable forms of payment.

4.2 For the **Online Proctored Exam at Home**: To register for the Test, test takers must pay the relevant registration fee as specified on the website using a widely accepted international credit card after they've registered for the exam.

4.3 The registration fee includes a maximum of 5 programs/schools that a test taker may select to send his/her scores. If the test taker wishes to send his/her scores to more than 5 programs/schools, an additional fee as specified on the website will be charged.

## **5. Refunds**

5.1 For **Test Centre Exams**: No refund of the test fee will be made by GMGC under any circumstances once the registration process is completed.

5.2 For the **Online Proctored Exam at Home**: Test takers may cancel within seven days of booking their registration and receive a refund.

## **6. Forfeiture of Test Fee**

6.1 GMGC will be entitled to, among other actions, retain and cause a test taker to forfeit his/her registration fee if the test taker:

- Makes multiple registrations/accounts.
- Appears for Test(s) under multiple registrations.
- Does not schedule a Test.
- Reschedules his/her Test less than 72 hours prior to the originally scheduled start time.
- Does not appear for his/her scheduled Test.
- Does not have the requisite documentation or does not meet the requirements to take the Test.
- Does not click on "Yes, I Accept" on the NDA screen within 2 minutes to proceed.
- Does not resume the Test within 30 minutes when taking the **Online Proctored Exam at Home** due to any computer or internet malfunction/connectivity issues during the Test.
- Indulges in any Prohibited Behavior(s) (*as defined hereinafter*).

## **7. Scheduling**

7.1 The scheduling window will be available on the dates specified on <https://www.mba.com/nmat> for test takers who have validly registered during the Registration window. After the required fee is duly

received by GMGC, test takers must schedule their Test through the exam scheduling tab available in the registration system. Instructions are available on <https://www.mba.com/nmat>. A test taker can schedule only one Test appointment at a time.

7.2 For **Test Centre Exams**, test takers should schedule their Test as soon as the payment is received by GMGC and their scheduling section is activated as seats will be available on a “first come, first served” basis. For test security purposes, test takers are required to take the exam at the closest test centre to their permanent or current address and will only be able to book exams at the test centre closest to their permanent or current address. Test takers shall provide their permanent address and current address (where the test taker is currently residing) as part of registration. If the current address is a school/college address, test takers should list this address in the form. Exceptions shall be granted at the sole discretion of GMGC if the test taker requires an alternative test centre location. Test takers may reach out to [nmat support@gmac.com](mailto:nmat support@gmac.com) to request an exception if they are unable to test at the test centre closest to their current or permanent address.

7.3 Test takers will be able to choose their preferred date and time (slot) based on a “first come, first served” basis. Test takers may not get their preferred date, time slot and/or centre if other test takers have already taken up the available seats for a particular date, time slot and/or centre.

7.4 Test takers will be allowed to schedule their Test any time during the scheduling window (subject to real time availability) for any slot which is a minimum of 24 hours later than the time that they complete the scheduling transaction in the system through the respective GMGC test delivery vendor.

7.5 GMGC reserves the right to withdraw existing test centres for Test Centre Exams and to add one or more new at any time. If a test centre is withdrawn after one or more test takers have scheduled their Test, GMGC will contact such test taker(s) and will allow them to reschedule the Test at an alternate test centre without any additional cost for such rescheduling.

7.6 GMGC reserves the right to change the dates or times for testing at any time. If a date is changed after one or more test takers have scheduled their Test, GMGC will contact such test taker(s) and will allow them to reschedule the Test on an alternate date without any additional cost for such rescheduling.

7.7 For **Test Centre Exams**: Test takers will receive a confirmation email from the test delivery vendor once they schedule the Test, and such confirmation email will include the Test Centre city, location, date and the start time of the Test. Complete Test Centre address will be given on the Admit Card 7 days prior to the scheduled Test date. Test Takers will need to login, download, and print the Admit Card from their NMAT by GMAC™ dashboard.

7.8 For the **Online Proctored Exam at Home**: Test takers will receive a confirmation email from the test delivery vendor once they schedule the Test, and such confirmation email will include the date and the start time of the Test. Test Takers will need to login, download, and print the Admit Card from their NMAT by GMAC™ dashboard.

7.9 Test takers who do not receive their confirmation email within 24 hours of scheduling a Test can call the scheduling and rescheduling helpdesk number of the test delivery vendor published on <https://www.mba.com/nmat> to seek assistance.

7.10 Test takers not appearing for their scheduled Test or who fail to meet the requirements for taking the Test will be marked “No Show” for the attempt.

## 8. Rescheduling

8.1 A test taker may reschedule the Test no later than 72 hours prior to the scheduled Test to a different date, time and/or test centre, subject to availability and as specified on <https://www.mba.com/nmat> by

paying the applicable fee. A test taker cannot reschedule a Test if 72 hours or less remain before the start time of the scheduled Test.

8.2 Seat/slot availability for exam dates, times, or all locations will be available on a “first come, first served” basis.

## 9. Retakes

9.1 After taking the Test, a test taker may decide to retake the Test in order to improve his/her scores. The test taker can register to retake by logging in with the username and password used earlier to schedule the first attempt on [the NMAT by GMAC website](#) and paying a retake fee.

9.2 A test taker can register for a retake once they’ve received their score on the previous attempt(s), any date after 15 days from the previous attempt.

9.3 The Test retake registration window will be open as per the dates specified on [the NMAT by GMAC™ website](#). The test taker can choose to schedule the retake Test for any available date during the retake scheduling window as per the dates specified on the website.

## 10. Results

10.1 Test takers will be able to view their unofficial scores after submitting their Test and will receive their official score card with scaled score for the sections and total for the Test within 48 hours of taking the Test, subject to there being no Test security or delivery incidents. Test takers will be notified by email once their score cards are ready for download.

10.2 For **Test Centre Exams**: As a provider of the NMAT by GMAC exam we want to ensure that a safe and secure environment is provided to you while you are attempting to take your exam. Though every effort is made to ensure that you have a seamless experience, however, some elements of exam delivery are out of our control i.e., if both the internet connections (primary and backup) go down due to some external factors or major power failure, natural calamities, noise due to external factors, etc.

## 11. Prohibited Items and Allowed Items

11.1 Prohibited Items for **Test Centre Exams**: Test takers must not bring into the testing room any prohibited articles, devices, aids, or items (“**Prohibited Items**”). Prohibited Items include, but are not limited to: ear plugs, headphones, pens, permanent markers, calculators, lip balm, watch calculators, books, dictionaries, pamphlets, notes (including writing on articles of clothing or on one’s body), rulers, stereos or radios, digital music players, telephones or mobile phones, stopwatches, watches (including digital, analog, and those with flashing lights or alarm sounds), personal items (cosmetics, lip balms, pain relievers, etc.), food or beverages, firearms or other weapons, and any other electronic or photographic devices or potential aids of any kind. Only admit card and one valid Photo ID is required and permitted for the Test. All other articles must be left outside the testing room at the test taker’s own risk.

11.2 Allowed Items for **Test Centre Exams**: Test takers may only bring Allowed Items into the testing room (“**Allowed Items**”). This includes the test taker’s ID and Admit card into the testing room.

11.3 Prohibited Items for the **Online Proctored Exam at Home**: Test takers must not have any prohibited articles, devices, aids, or items (“**Prohibited Items**”) in the room where they’ll be testing. Prohibited Items include, but are not limited to: ear plugs, headphones, permanent markers, pens, calculators, lip balm, watch calculators, books, dictionaries, pamphlets, notes (including writing on articles of clothing or on one’s body), rulers, stereos or radios, digital music players, telephones or mobile phones, stopwatches, watches (including digital, analog, and those with flashing lights or alarm

sounds), personal items (cosmetics, lip balms, pain relievers, etc.), food or beverages, firearms or other weapons, and any other electronic or photographic devices or potential aids of any kind.

11.4 Allowed Items for the **Online Proctored Exam at Home**: Test takers may only have Allowed Items in the testing room (“**Allowed Items**”). Test takers must have their ID, Admit card, 2 blank sheets of paper, and pencils.

## 12. Break Policy

12.1 There are no breaks in the Test. In the event that the test taker requires an unscheduled break, the Test clock does not stop, and the actual break time will be deducted from the time allocated to complete the Test. Test takers will not be allowed to access personal belongings, including study materials and mobile phones. They will only be allowed to access food or medicines, if any, after receiving permission from the invigilator. Repeated or lengthy departures will be documented, reported by the test administrator, and investigated by GMGC and its test delivery service providers.

12.2 In the event of a break, test takers must leave the testing room. For **Test Centre Exams**, test takers are required to remain in the test centre building and near the testing room. If the test takers violate this break policy, the invigilator may refuse to allow them to re-enter the testing room and continue the Test. Upon re-entering the testing room, they must show a valid (non-expired and in original form) ID.

12.3 For the **Online Proctored Exam at Home**, a 360-degree room pan may also be required.

## 13. Instructions for Answering Questions

13.1 Test takers must read the instructions given in the questions carefully.

13.2 Test takers must choose one of the answers by clicking the appropriate radio button on their exam screen.

13.3 GMGC will not entertain any request for re-evaluation of the exam by any test taker.

13.4 If a test taker has any questions regarding exam content, questions, or answer options, they are advised to continue with their exam after informing the invigilator present at the test centre for Test Centre Exams of their question(s). The invigilator or proctor will take the appropriate action to inform GMGC of the same and/or the applicable test delivery vendor. The complaints will be reviewed, and if found correct, GMGC and/or the applicable test delivery vendor will take appropriate action to address the same.

## 14. Knowledge Bank, Test Ownership, and Confidentiality

14.1 GMGC has expended a considerable amount of time, skill, effort, and expenditure in crafting, building, and creating the knowledge bank comprising questions, sets of questions, books, brochures, and the like (“**Knowledge Bank**”). GMGC owns the copyright in the individual questions, individual items together with the Knowledge Bank as a whole, and the underlying literary works and artistic works comprised in the aforesaid Knowledge Bank.

Test scores and responses to test questions are measurement information and are part of your test record. These and other test records are owned by GMGC. 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 Terms. The various components of the Test, including, but not limited to, the test questions, software, and algorithms, are the valuable intellectual property of GMGC 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 test questions administered are valuable, copyright protected property and

trade secrets of GMGC. You must maintain the confidentiality of all test questions administered to you during the test. Disclosing test questions in any form by any means violates this confidentiality obligation.

## 15. Prohibited Behaviors

15.1 The sanctity and integrity of the Test is of utmost importance and criticality for GMGC, and test takers are hereby informed that the commission of any act or omission by a test taker which would, in GMGC's sole discretion, adversely affect, compromise, or jeopardize the same will be treated as "**Prohibited Behavior(s)**." In particular and without prejudice to the generality of the above, it may be noted that the commission of any of the following practices by a test taker would also be included within the said description of a Prohibited Behavior. Please note that this is not an exhaustive list and there may be other actions that are considered Prohibited Behaviors.

- Creating, contributing, receiving, disclosing, discussing, accessing, sharing, disseminating, publishing, accessing, and/or otherwise using (in whatsoever form or capacity), whether directly or indirectly, GMGC's copyrighted and confidential material and/or its Knowledge Bank, including the previous and current years' questions while being a participant/member (active or passive) of, or being otherwise associated with, any platform or group, including, but not limited to, Google Docs, Telegram, Signal, WhatsApp, Twitter, Facebook, LinkedIn, via text message, "chat room" message board, or other forum, or via live sessions.
- Participating or becoming a member of any group found to be indulging in such objectionable practices, whether over a physical medium or over an internet/telecommunications medium
- Having someone take the Test on the test taker's behalf or otherwise receiving assistance of any kind on the Test, including through the use of proxy test takers and/or software
- Taking the test for others or having someone take the test on the test taker's behalf
- Using any unauthorized software, including, but not limited to, VPN, remote desktop applications, or virtual machines
- Memorizing test questions to brain dump and share questions and answers with others.
- Communicating with anyone about the content of the Test at any time or the disclosure thereof in any form by any means (verbally, in writing, electronically, or otherwise) to any other person or entity before, during, or after the administration of the Test; this includes sharing test questions and/or answers with others.
- Removing or attempting to remove Test content
- Test takers shall not interfere with or disturb other test takers from taking the Test, the invigilator, or other employees from operating the test centre, or the proctor from proctoring the Test in a quiet, safe, and efficient manner.
- Having a Prohibited Item or accessing unauthorized materials or devices, including but not limited to accessing notes, books, or other study or reading materials during the exam.
- Mouting questions or reading questions out loud
- Providing a false disability certificate
- Failure to follow the test administrator's instructions
- Disrespectful or disruptive behavior, including inappropriate, threatening, or profane behavior towards the test administrator; The test administrator has sole discretion in determining what constitutes disrespectful or disruptive behavior.
- Non-compliance with or breach of 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
- Falsifying an identity, identification, score, or score report or providing false information to the test administrator
- Providing fraudulent payment or payment cancellation
- Usage of short cut keys during the Test

## **16. Score Cancellations:**

16.1 We will report your scores to schools/programs ONLY if you follow all these Terms. GMGC reserves the right to cancel or withhold any test scores when, in its judgment, there is a good faith basis to question the validity of a score for any reason. GMGC tries its best to cancel scores as soon as possible; however, GMGC may discover information that leads it to question the validity of a score and cancel it after a score has been reported. GMGC may cancel scores even if a test taker is not directly involved in Prohibited Behavior.

16.2 Should there be any event that affects the administration of a Test to an individual or multiple test takers, test takers can raise concerns to the invigilator or proctor. Such issues may include but are not limited to: administrative errors (delayed starts, defective materials, or defective equipment); disruptions of test administrations (technical issues, natural disasters, illness, or other emergencies). When, in GMGC's sole judgment, it is appropriate to do so, GMGC and/or the applicable test delivery vendor will give affected test takers the opportunity to take the Test again as soon as possible without charge.

16.3 GMGC may also cancel scores or the administration of the exam if there are administration or technical errors, registration or payment errors, an issue that compromises the integrity of the testing environment, or an issue that causes GMGC to question the validity of a score.

16.4 In the case of a score being canceled under these circumstances, GMGC may offer the candidate a remedy, in GMGC's sole discretion, which may include: (1) the option to retake the Test at no additional charge or (2) the option to retake subject to payment of a fee. If a retest is offered and selected, the candidate must retake the entire exam in order to produce a valid score.

16.5 In the unlikely event that an error occurs in the preparation, handling, processing, administration, or scoring of your Test, or in the reporting of your Test scores, GMGC and/or the applicable test delivery vendor will make reasonable efforts to correct the error.

16.6 GMGC's decision in this respect will be final and binding upon the test taker.

## **17. Consequences and Penalties**

17.1 GMGC and its test delivery vendors reserve the right to take all action it deems appropriate if a test taker fails to comply with these Terms. The penalties for engaging in Prohibited Behaviors are severe. GMGC will determine the consequence at its sole discretion based on the circumstances, with the level of severity varying depending on the conduct at fault. If at any stage, a test taker(s) is found to have indulged in any Prohibited Behaviors (as defined hereinabove), including any malpractice, unethical behavior, or violation or breach of the terms herein, GMGC reserves the right to initiate appropriate actions and sanctions against such test taker(s), which may include, but are not limited to, one or more of the following:

- cancellation of registration, denial of entry to, or immediate dismissal from the test;
- forfeiture of test fees;
- cancellation/revocation of Test scores (including interim suspension and/or withholding of the scores of the test taker);
- notification to schools/universities accepting the test taker's Test score and law enforcement or other appropriate third parties;
- disqualification/ban from taking any future Tests across all GMAC products;
- Without prejudice to any other rights and remedies provided for under these Terms, GMGC may, if deemed necessary, be additionally entitled to initiate any other civil or criminal proceeding(s)/action(s) against such test taker(s) as available under applicable law, including, but not limited to, actions and prosecutions under the Copyright Act or other applicable laws for injunction, damages, and other remedies.

17.2 Please also note: The test administrator is authorized to dismiss you from a test session for various reasons, including, without limitation: providing false information, attempting to take the test 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 exam, refusing to follow directions, being disrespectful to the test administrator, or failing to adhere to any other procedures, policies, or rules.

17.3 GMGC's decision in this respect will be final and binding upon the test taker.

## **18. Report Inappropriate Behavior**

Fair testing is as important to us as it is to you. If you are aware of anyone violating test rules or suspect that a policy violation has occurred, you should report your concerns to [nmattestsecurity@gmac.com](mailto:nmattestsecurity@gmac.com). We will treat your report confidentially; and we will not reveal your name to the person(s) you are reporting.

## **19. Privacy and Communications**

19.1 When a test taker registers for the Test, the test taker agrees to the use and disclosure of their personal information to GMGC and GMAC as further described in the [GMAC Privacy Statement](#) and agrees to be bound by this Privacy Statement and any updates made to the Privacy Statement. You can find and read the [GMAC Privacy Statement](#) on the website. The Privacy Statement describes the policies concerning collection, storage, use, disclosure and transfer, retention and security concerning your information. You should review the entire Privacy Statement before you register for the Test. Please reach out to [nmatprivacy@gmac.com](mailto:nmatprivacy@gmac.com) for any questions regarding your privacy.

19.2 You acknowledge that your webcam and computer screen may be monitored and viewed, recorded, and audited to ensure the integrity of the exams. You agree that no one other than you will appear on your webcam or computer screen. You understand and acknowledge that such data, along with your test answers, will be stored, retrieved, analyzed and shared at our discretion to ensure the integrity of the Test.

19.3 Please also be aware and avoid scams related to the NMAT by GMAC exam and unauthorized requests for your personal information by third parties. Bad actors may send fraudulent messages or request information. Please do not entertain such messages, do not make additional payments outside the registration system, or provide any information to unaffiliated entities.

19.4 Please ensure that GMGC, its affiliates, subsidiaries, and other parties acting on its behalf are approved senders or that your email is not otherwise blocking communications regarding the Test.

## **20. Dispute Resolution**

20.1 These Terms, including all herein referenced documents, shall be governed by and construed in accordance with the laws of India, without effect to any principles of conflict of laws. Any and all disputes and/or differences that may arise as between a test taker and GMGC arising out of or in connection with or in relation to the Test and/or the Terms shall be exclusively submitted to arbitration under the Arbitration and Conciliation Act, 1996, as applicable, and shall be adjudicated by an arbitral tribunal comprising a sole arbitrator to be appointed by mutual consent of the parties. The arbitration shall be conducted in the English language, and the decision of the arbitral tribunal shall be final and binding on the parties. The seat of arbitration shall be New Delhi.

20.2 Jurisdiction: All disputes and differences of any kind whatsoever arising out of or in connection with these Terms be subject to the exclusive jurisdiction of the Courts at New Delhi only, to the exclusion of all other courts and legal forums.

## **21. Exclusive Remedies**

The remedies stated in these policies are the exclusive remedies available to a test taker and are determined in GMGC's sole discretion.

## **22. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, GMGC'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 EXAM, FROM ANY CAUSE, SHALL NOT EXCEED THE TEST REGISTRATION FEES YOU PAID TO GMGC, OR USD \$65.00, WHICHEVER IS GREATER. TO THE FULLEST EXTENT PERMITTED BY LAW, GMGC 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; TEST-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.

## **23. Amendments to the Terms**

23.1 GMGC reserves the right to make amendments to the Terms at any time. It is your responsibility to read the Terms and check for amendments on a regular basis. The amended Terms will be set out on <https://www.mba.com/exams/nmat>. These Terms cannot be varied, overridden or waived by verbal instructions by anyone (including the invigilators or proctors), unless issued in a writing from GMGC signed by a GMGC-authorized representative.

## **24. Severability**

24.1 If any provision of the Terms is deemed invalid, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

These Terms are effective as of the last updated date indicated below and supersede the last prior version. The fees, rules, terms, and conditions contained in the Terms are subject to change. Visit <https://www.mba.com/nmat> for the most up-to-date information.

Last Updated: 28<sup>th</sup> July 2025