

Exam Eligibility & Registration

- NCCPA evaluates applications without regard to age, gender, national origin, race, religion, sexual orientation, marital status or disability.
- Eligibility requirements vary among NCCPA's exams and are published on the NCCPA [website](#).
- The earliest date you'll be able to test is seven days after your program completion (provided your program director has confirmed your program completion date.) This date will be reflected in your exam application acknowledgement e-mail.
- NCCPA will not waive any eligibility requirements.
- If NCCPA determines that an ineligible individual took an exam, scores for that exam will not be reported or, if previously reported, will be rescinded.
- Individuals may take PANCE one time in any single 90-day period or three times in a calendar year, whichever is fewer.
- Individuals who have never been certified and who graduated from an ARC-PA accredited physician assistant program on or after January 1, 2003, will be eligible to take PANCE for up to six years after completing the requirements for graduation from that program. During that six-year period, the examination may be taken a maximum of six times. When either the six attempts or six years is exhausted, whichever occurs sooner, the individual loses eligibility to take PANCE. The only way to establish new eligibility to take PANCE is to enter into and complete an unabridged ARC-PA accredited physician assistant educational program.
- Exam applicants may only be registered for one NCCPA exam at any time.
- You will have 180 days from the beginning of your exam timeframe to take the exam. These dates will be reflected in your exam application acknowledgement e-mail.
- If you apply late in your six-year eligibility timeframe, your timeframe will be shorter than 180 days, ending the last date of your six-year eligibility timeframe.

Testing Accommodations

- NCCPA complies with the Americans with Disabilities Act (ADA). In administering its exams, NCCPA will provide necessary testing accommodations for examinees with documented disabilities and qualifying medical conditions that may be temporary or are not otherwise covered by the ADA, to the extent the accommodations do not jeopardize examination integrity or security and are compatible with the nature and purpose of the exam program.
- The decision as to which accommodations will be provided is at the sole discretion of NCCPA, consistent with legal requirements.
- PAs who require testing accommodations must indicate that accommodations are needed when applying for the examination.
- PA should submit appropriate and sufficient documentation to support the request for accommodations to NCCPA with the exam application or as soon as possible thereafter. Information on testing accommodations and the required documentation are available on NCCPA's website and can be found [here](#).
- Requests for accommodations and the exam application will not be processed until complete documentation has been received and a decision made by NCCPA. A delay in providing documentation to NCCPA will delay the application processing and may affect the dates and test center options available for scheduling the exam.

Irregular Behavior

- **NCCPA defines irregular behavior as any behavior that in the sole discretion of the NCCPA, undermines or threatens the integrity or validity of the application, assessment or certification processes of NCCPA, whether it occurs before, during or after an exam.** NCCPA's *Policy and Procedures for Disciplinary Matters* describes disciplinary actions taken based on irregular behavior.
- Irregular behavior includes, but is not limited to, having or seeking access to exam materials before the exam, impersonating an examinee or engaging someone else to take the exam by proxy, copying answers from someone else or allowing one's answers to be copied, making notes during a computer-based exam administration, copying or

memorizing and reproducing test items, altering or misrepresenting scores, stealing exam materials, possessing unauthorized materials during a computer-based exam (e.g., including, but not limited to, recording devices, photographic materials, reference material, etc.) or other such behavior which may cast doubt on the exam results of that or another person. It may also include making false representations during the application process or in connection with certification status, altering or falsifying NCCPA certification or other documents, or making the false representation that one is certified by NCCPA by using the legally protected marks, PA-C® or Physician Assistant-Certified® or by any other means.

- The content of the NCCPA's Physician Assistant National Certifying Examination ("PANCE"), and each of its items, is proprietary and strictly confidential, and the unauthorized retention, possession, copying, distribution, disclosure, discussion, or receipt of any examination question, in whole or in part, by written, electronic, oral or other form of communication, including but not limited to e-mailing, copying or printing of electronic files, and reconstruction through memorization and/or dictation, before, during, or after an examination, is **strictly prohibited**. In addition to constituting irregular behavior subject to disciplinary action such as revocation of certification, revocation of eligibility for future certification, and disciplinary fines, such activities violate the NCCPA's proprietary rights, including copyrights, and may subject violators to legal action resulting in monetary damages.
- **Exam applicants or examinees can be disqualified from taking or continuing to sit for an examination, or from receiving examination scores, and may be required to retake an examination if, at its sole discretion, the NCCPA determines through observation, statistical analysis or any other means available to it, that said exam applicants or examinees were engaged in collaborative, disruptive, or other irregular behavior before, during the administration of, or following, the examination, or if the NCCPA determines that the integrity or validity of the examination otherwise is in question.**
- **In some instances, while the evidence of irregularity is sufficiently strong to cast doubt upon the validity of scores, such evidence may not enable NCCPA to identify the particular individuals involved. In any such circumstances, NCCPA reserves the right to withhold the scores of all candidates, including candidates not directly implicated in the irregularity and, if necessary, to require all candidates to take an additional examination at a later date under conditions which will ensure the validity of all scores. Such determination is at the sole discretion of the NCCPA.**
- Anyone who has information or evidence that irregular behavior has occurred should submit a written, signed statement to NCCPA detailing the incident with copies of any supporting evidence or documentation.
- If NCCPA determines that allegations of irregular behavior are true, it will impose sanctions against the offending individual, which may include temporary or permanent loss of eligibility for exams or certification, revocation of an existing certification, suspension of certification, invalidation of scores, fines or other sanctions as deemed appropriate. Such sanctions may include legal action against the offending individual.

PANCE Procedures

- You must complete the exam during your exam timeframe indicated on your exam acknowledgement which includes instructions on how to schedule your exam date with Pearson VUE. To obtain your preferred test center and date, **it is in your best interest to schedule a test date as soon as possible.**
- NCCPA's exams are administered at Pearson VUE test centers. Based on Pearson VUE's policies and governmental requirements, Pearson VUE may modify the requirements for admission to the test center and examinee conduct during the exam administration. PAs will be required to comply with these requirements. In addition to the requirements specified in NCCPA's policies, PAs should visit Pearson VUE's website at [Pearson VUE Test Taker Resources](#) to become familiar with the current requirements prior to arriving at the test center.
- If you are deemed eligible yet fail to take the exam during your exam timeframe, as listed on your exam acknowledgement, you will forfeit your entire exam fee and will have to reapply and pay for the exam.
- **Rescheduling or cancellation of your exam date during your exam timeframe as indicated on your NCCPA exam acknowledgment must be done through Pearson VUE at least one (1) business day prior to your scheduled exam date or you will lose your entire exam fee and will have to reapply and pay for the exam.**
- If you decide not to or cannot take the PANCE during your exam timeframe as indicated on your NCCPA exam acknowledgement you must submit a request in writing to NCCPA for the withdrawal of your exam eligibility/application from that exam timeframe. If an exam date has been scheduled, the written request must be received at least one (1) business day prior to your scheduled exam date. If no exam date has been set, the request must be received on or before the last day of your exam timeframe as indicated on your NCCPA exam acknowledgement. Failure to request the withdrawal in writing to NCCPA within these timeframes will result in the forfeit of your entire exam fee and you will have to reapply and pay for the exam. Cancellation of your exam date with the testing vendor does not constitute withdrawal from the exam timeframe. This must be done by contacting NCCPA directly in writing (via mail, e-mail or fax).
- You should arrive at the testing center 30 minutes before the scheduled testing time on the date of your exam. If you

arrive later than the acceptable cut-off time, you will not be admitted to the test center. In that event, you will forfeit your entire exam fee and have to reapply and pay for the exam.

- When you arrive at the test center, you must present two forms of valid and current identification (ID): One ID must contain a permanently affixed photo with your printed name and signature and the second ID must contain your printed name and signature. **You will not be admitted to the test if the names on your ID do not match each other and your name as listed in NCCPA's record.** To see NCCPA's Testing ID and Name Policy and acceptable name differences go to www.nccpa.net/ID.
- **If you arrive at the test center without the required ID you will not be permitted to take the exam.** In such case, you will forfeit your entire exam fee and have to reapply and pay for the exam.
- Your photographic image, signature, fingerprint and/or palm vein image will be obtained digitally when you arrive at the test center as proof of identification.
- Once you begin the exam, you may not cancel or reschedule, and no refund of any portion of the exam fee or credit toward future exam fees will be provided.
- **If you are unable to complete the exam due to testing conditions and wish to file an examination grievance to petition for an invalidation of your score, you must submit to the NCCPA within three (3) business days after the exam in question, a dated and signed letter describing the situation with any relevant supporting documentation. Otherwise, your exam will be scored as usual. Invalid scores do not satisfy the exam requirement for certification.**
- Test center staff monitor all testing sessions for NCCPA exams. Failure to follow the instructions of the test center staff may be deemed irregular behavior. **Examinees observed engaging in possible violation of test administration rules or other forms of irregular behavior will not necessarily be told of the observation at the time of the exam.**
- You are not permitted to make written notes of or to record in any way the content of an exam. Except as instructed by test center staff, the only writing or recording permitted by examinees while in the testing room is on the center's non-removable, erasable, laminated noteboards.
- No personal belongings, food, or drinks are allowed in the testing room. You will be assigned a locker for storage.
- Upon reasonable suspicion, personal belongings and their contents may be subject to inspection. Any materials that are, or reasonably appear to be, a reproduction of any NCCPA examination materials will be confiscated.
- **While taking a "scheduled" break, you are permitted to access personal items that have been stored in your locker during the exam.**
- **While on an "unscheduled" break, you are not allowed to access any personal items other than medication or food required at a specific time and with the approval of the test administration. Items not permitted include, but are not limited to, cell phones, PDAs, tablets, and computers. In addition, you may not access exam notes, books or study guides.**

Deadlines

- All exam application related materials and payment must be submitted before your application will be complete, your eligibility sent to Pearson VUE and you will be allowed to take the exam. A document or payment will be considered submitted on or before the published deadline if:
 - it is physically received by NCCPA on or before the deadline;
 - it is deposited on or before the deadline in the U.S. Postal Service registered or certified mail, and the official U.S.P.S. postmark date (not a private postage meter mark) appears either on the envelope or on the receipt provided by the U.S.P.S. at the time of mailing; or
 - it is deposited on or before the deadline with a commercial expedited-delivery courier service.

Financial Policies (Fees, Withdrawals, Transfers, Cancellations & Refunds)

- All fees must be paid in U.S. funds and must accompany your application. **Until complete payment has been received by the NCCPA, your application will not be processed, and you will not be able to take PANCE.** NCCPA's acceptance of payment does not imply exam eligibility.
- Your application will not receive final approval until payment for all current, outstanding, and past due fees have been received by the NCCPA. Any additional fees incurred between the time the application is processed and the time your score becomes available must be paid before NCCPA will release exam results.
- You are required to pay the difference in exam application fees if you transfer to a timeframe that requires additional fees.
- If you register for the exam and fail to appear during your exam timeframe as shown on your exam acknowledgement

or do not complete all required components of the exam, you will forfeit your entire exam fee and have to reapply and pay for the exam.

- If you wish to **cancel or reschedule your exam date** within your exam timeframe indicated on your exam acknowledgement, you must contact the test center provider prior to one (1) business day of your scheduled exam date. **Failure to cancel or reschedule within the guidelines listed will cause you to forfeit your entire exam fee and have to reapply and pay for the exam.**
- **You are not eligible to sit for PANCE unless NCCPA has received confirmation that you graduated from, or completed the requirements of, your PA program. If your program does not confirm your program completion within a timeframe specified by NCCPA after your anticipated completion date, you will be withdrawn from the exam, and any exam date made will automatically be cancelled. Once NCCPA has received confirmation that you have graduated or completed your program requirements, your application will automatically be reinstated and you will receive a new exam acknowledgement and exam timeframe.**
- If you decide not to take PANCE during your exam timeframe as indicated on your NCCPA exam acknowledgement, you must submit a request in writing to NCCPA for the withdrawal of your exam application/eligibility from that exam timeframe. The request must be received on or before your end test date as indicated on your NCCPA exam acknowledgement and at least one (1) business day prior to your scheduled exam date, if an exam date has been scheduled. Failure to request the withdrawal in writing to NCCPA within these timeframes will result in the forfeit of your entire exam fee and you will have to reapply and pay for the exam. Cancellation of your exam date with the testing vendor does not constitute withdrawal from the exam timeframe. This must be done by contacting NCCPA directly in writing (via mail, e-mail or fax).
- Refunds will be issued directly to the party who paid the exam fee.
- NCCPA will assess a \$35 service charge for all returned checks, declined credit cards and credit card charge backs. Your application will not receive final approval nor will your scheduling permit be issued until all fees are successfully submitted.
- NCCPA will assess a \$50 charge to issue a replacement certificate due to name change, loss, change of address, or other factors beyond NCCPA's control.

Scores

- NCCPA will notify you by e-mail as soon as your exam results have been received and posted to your personal certification record (approximately two weeks after your test date).
- **Your exam score will not be provided to you until payment for all current, outstanding, and past due fees have been received by the NCCPA.**
- **The performance of all examinees is monitored and may be statistically analyzed for irregularity. Scores that, in the sole discretion of NCCPA, do not represent a reasonable assessment of your knowledge as sampled by the exam may be judged invalid (neither pass nor fail).**
- **Scores may be considered invalid for a variety of reasons, which may include aberrations in exam administration beyond the examinee's control and advertent or inadvertent irregular behavior (see *Irregular Behavior*) on the part of one or more examinees. Also, if statistical analyses indicate that scores may be invalid, the score may be held and/or may be rescinded pending completion of an analysis to verify validity.**
- **NCCPA reserves the absolute right to cancel an examination and/or invalidate one or more scores if, in its sole discretion, NCCPA determines that irregular behavior has occurred.**

Exam Grievances

- If you believe that some unusual event or condition relating to the exam administration caused a significant adverse effect on your performance, you may submit a grievance regarding the exam administration. However, an exam grievance may not be used to challenge exam design, content or a failing score.
- To report a grievance, you must submit to the NCCPA **within three (3) business days** after the exam in question, a dated and signed letter describing the situation with any relevant supporting documentation.

Appeals

- If you disagree with an NCCPA decision or policy, you have the right to seek review of that decision or to seek consideration of a policy exception by mailing a written and signed request with appropriate supporting documentation to NCCPA. Upon receipt of the request, NCCPA will make a decision on the request and provide you with a written

notice of the decision. If the decision is adverse, you will be provided with a copy of the *Review and Appeal Policies and Procedures*, which describes the process for requesting further review of the decision. If further consideration is desired, the Request for Review must be filed within 30 days after the date of notice of the adverse decision.

Information Disclosure

- **Third Party Requests:** Upon the request of a third party, the NCCPA will verify whether an individual is currently certified, the NCCPA certification number assigned to that PA, the date of initial or regained certification, the date of certification expiration, and whether the individual has any Certificate(s) of Added Qualifications. If a PA has already completed the requirements for the current certification maintenance cycle and is only awaiting the issuance of a new certificate, the NCCPA is also authorized to disclose that those requirements have been met and the expiration date of the next certification cycle. In addition, NCCPA will disclose PANCE scores to the PA's educational program via the secured NCCPA Program Portal.
- **Compliance with Federal and State Laws:** NCCPA shall disclose information as may be required for the purpose of compliance with state or federal laws, court orders or military deployment information requirements without the authorization of the individual physician assistant or applicant for certification.
- **Disciplinary Review/Appeals:** In cases reviewed under NCCPA's *Policy and Procedures for Disciplinary Matters* and/or the *Review and Appeal Policies and Procedures*, after a final adverse disciplinary decision has been reached, NCCPA may notify interested parties of the adverse disciplinary decision and the underlying facts thereof as deemed appropriate by NCCPA. Such notification may be given to the Federation of State Medical Boards, any state licensing authority with which the physician assistant holds a license to practice as a physician assistant, the federal government, the physician assistant's employer and other interested parties, including individuals seeking information about the individual's certification status.
- **Research:** NCCPA may also use or disclose de-identified information about individual PAs in an aggregate (unidentifiable) format, for purposes of statistical analysis and research. Release of any additional information to a third party shall be contingent upon the written and signed authorization of the individual physician assistant or applicant for NCCPA certification. The PA Professional Profile survey instrument has been deemed exempt from IRB review pursuant to the terms of the U.S. Department of Health and Human Services' Policy for Protection of Human Research Subjects at 45 C.F.R. §46.101(b).

General

- NCCPA has established policies and procedures to govern examination administration to attempt to ensure that no examinee or group of examinees receives unfair advantage or disadvantage on the exam. Efforts are made to ensure that the exam is administered under standard conditions and is consistent with the principles on which the exam is developed and scored. However, if the integrity of the exam process is jeopardized, NCCPA reserves the right to invalidate the entire exam or take other appropriate action.
- Only PAs who hold valid NCCPA certification may use the designations, Physician Assistant-Certified® and PA-C®. Both designations are legally protected certification marks over which NCCPA exercises exclusive control.
- Allowing your NCCPA certification to expire may affect your right to work and it is your responsibility to know and comply with state laws and/or your employer's or institution's policies regarding all requirements to practice.
- NCCPA certification does not confer any property or contractual rights on any individual regarding continued or future certification or exam eligibility.
- NCCPA amends its policies from time to time, and candidates for certification and recertification must comply with NCCPA policies in effect at the time to maintain NCCPA certification.
- To ensure receipt of exam and certification materials in a timely fashion, you must notify NCCPA – in writing, by e-mail or by signing in to your personal certification record online – of any name, e-mail or address changes, whether or not the U.S. Postal Service is also notified. Notification of a name change must be accompanied by a signed statement and a light, enlarged photocopy of your current driver's license or passport with your correct name. **It is solely your responsibility to keep NCCPA apprised of all name, e-mail or postal address changes. Failure to do so promptly may result in delays in receiving information. Failure to comply with an NCCPA exam-related or other requirement will not be excused on the grounds that a name, e-mail or address has been changed unless acceptable and timely notice of such change was received by the NCCPA.**

Affirmation and Authorization

I hereby apply to the NCCPA for examination and issuance to me of Certification/Recertification as a Physician Assistant in accordance with and subject to the procedures and regulations of the NCCPA. I have read and agree to the conditions set forth in the NCCPA's *Policies and Procedures*, covering the administration of the Certification/Recertification Examination; the Certification/Recertification process; and other NCCPA policies. I agree to disqualification from examination; to denial of Certification/Recertification; to denial of future eligibility for Certification/Recertification; and to forfeiture and redelivery of any certificate granted me by the NCCPA in the event that any of the statements or answers made by me in this application are false or in the event that I violate any of the rules or regulations governing an NCCPA examination.

I authorize the NCCPA to make whatever inquiries and investigations it deems necessary to verify my credentials, my professional standing, and my identity. I understand that this application and any information or material received or generated by the NCCPA in connection with my Certification or Recertification will be kept confidential and will not be released except as follows: (1) the fact that I am or am not, or have or have not been, Certified or Recertified, my certificate number, and the relevant dates, are matters of public record and may be disclosed; (2) information will be released if I have authorized such release or such release is required by law; (3) my examination score(s) will be released to the authorized representatives of my Physician Assistant Educational Program, and to state licensing agencies; (4) publicly reportable final disciplinary action by NCCPA and the underlying facts thereof may be reported to state licensing agencies and to the Federation of State Medical Boards and may be disclosed to other interested parties; (5) my address and other identifying information may be exchanged with the American Academy of Physician Assistants and my Physician Assistant Educational Program; and (6) NCCPA shall disclose to state and federal agencies information requested by those agencies to facilitate the state licensure process or NCCPA's own disciplinary review process, including pass or fail scores on an exam if requested, and will comply with state or federal laws, court orders, subpoenas, or military deployment information requirements. Further, I allow the NCCPA to use information from my application and subsequent examination for the purposes of research and statistical analysis, provided that my personal identification with that information has been deleted.

I understand that the content of the NCCPA's Physician Assistant National Certifying Examination ("PANCE") and each of its items is proprietary and strictly confidential, and that the unauthorized retention, possession, copying, distribution, disclosure, discussion, or receipt of any examination question, in whole or in part, by written, electronic, oral or other form of communication, including but not limited to e-mailing, copying or printing of electronic files, and reconstruction through memorization and/or dictation, before, during, or after an examination, is **strictly prohibited**. I further understand that, in addition to constituting irregular behavior subject to disciplinary action such as revocation of certification, revocation of eligibility for future certification, and disciplinary fines, such activities violate the NCCPA's proprietary rights, including copyrights, and may subject me to legal action resulting in monetary damages.

I further understand that I can be disqualified from taking or continuing to sit for an examination, or from receiving examination scores, and that I may be required to retake an examination if, at its sole discretion, the **NCCPA** determines through proctor observation, statistical analysis or any other means available to it, that I was engaged in collaborative, disruptive, or other irregular behavior before, during the administration of, or following, the examination, or if the **NCCPA** determines that the integrity or validity of the examination otherwise is in question.

I further understand that, in some instances, while the evidence of irregularity is sufficiently strong to cast doubt upon the validity of scores, such evidence may not enable NCCPA to identify the particular individuals involved. In any such circumstances, I understand that NCCPA reserves the right to withhold the scores of all candidates, including candidates not directly implicated in the irregularity and, if necessary, to require all candidates to take an additional examination at a later date under conditions which will ensure the validity of all scores.

I understand and agree to abide by all NCCPA's PANCE requirements and policies.

LIMITATION OF LIABILITY

I hereby agree to hold the NCCPA, its officers, directors, examiners, employees, and agents, harmless from any actual, consequential, special, or other damages arising out of any action or omission by any of them in connection with this application; the application process; any examination given by the NCCPA; any score relating thereto; the failure to issue me any certificate or credential; any demand for forfeiture or redelivery of such certificate or credential, or the enforcement of any NCCPA policy or standard; provided, however, that my waiver of my right of recovery does not extend to any violation by NCCPA of a state statute or federal statute that authorizes a claim for recovery.

AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION: READ CAREFULLY, AS ARBITRATION LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING A COURT ACTION

I and NCCPA agree that I and/or NCCPA have the right to elect that any dispute or claim between me and NCCPA (or any of its officers, directors, employees or agents) arising out of or relating to this application, any future application by me to NCCPA in connection with a certification, recertification, pilot program participation, or CAQ exam, my certification status with NCCPA, or enforcement of NCCPA's policies, whether the dispute is based on contract, tort, statute, or otherwise, be submitted to and resolved by individual binding arbitration before a single arbitrator within 30 miles of NCCPA's headquarters in Johns Creek, Georgia, under the commercial dispute rules and procedures of the American Arbitration Association; provided, however, that the arbitrator shall allow the filing of dispositive motions; and provided further nothing in this provision shall restrict NCCPA from seeking injunctive relief against me in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the litigation, and the arbitration fees shall be shared between the parties, except that if the statute giving rise to the dispute provides for a different allocation of responsibility for attorneys' fees and costs, the arbitrator shall allocate responsibility for the arbitration fees and for the parties' attorneys' fees in accordance with the relevant statutory scheme at the conclusion of the arbitration. The arbitrator shall apply the law of the State of Georgia and/or U.S. federal law to the dispute.

The right to elect arbitration means that, if I or NCCPA file or threaten to file a court action, the other party can compel arbitration by sending a written notice compelling the party with a claim to instead file a demand for arbitration, and the court will no longer have authority to decide the claim. Arbitration is a method of resolving disputes between parties without filing a lawsuit in court.

IF EITHER I OR NCCPA CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE LITIGATE THE DISPUTE OR CLAIM IN ANY COURT, WITH THE EXCEPTION OF AN ACTION FOR INJUNCTIVE RELIEF BY NCCPA. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT I OR NCCPA WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against me may not be joined or consolidated with claims brought by or against any other person. The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of my relationship with NCCPA.

RIGHT TO OPT OUT: I understand that I may opt out of this Agreement to Resolve Legal Disputes By Arbitration by sending NCCPA at the address that follows a notice ("Opt Out Notice") that NCCPA must receive within fifteen (15) days of the date I submitted this agreement. My Opt Out Notice must include my full name, my current address, my current telephone number, my current email address, my full social security number for identity verification purposes, and must be signed by me. Any Opt Out Notice will apply only to this arbitration agreement and will not apply to any prior or future arbitration agreements that I may enter into with NCCPA. The Opt Out Notice must be mailed with return receipt requested to:

NCCPA: Attn: Opt Out Notice; 12000 Findley Road, Suite 100, Johns Creek, GA 30097-1409.

In the event of any dispute concerning whether I have provided a timely Opt Out Notice, I must produce the signed receipt for mailing the Opt Out Notice. In the absence of the signed receipt, NCCPA's received date stamp on the Opt Out Notice shall be conclusive evidence of the date of receipt. These instructions constitute the only method that I can use to exercise my right to opt out of this arbitration agreement.

If I opt out, or if I file suit against NCCPA and NCCPA does not elect arbitration or if NCCPA files suit against me and I do not elect arbitration, I agree that any such action shall be governed by and construed under the laws of the State of Georgia without regard to conflicts of law. I further agree that any such action shall be brought in the applicable Court of Fulton County in the State of Georgia, or the United States District Court for the Northern District of Georgia; I consent to the jurisdiction of such state and federal courts; and I agree that the venue of such courts is proper. I further agree that, should I not prevail in any such action, NCCPA shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the litigation.

I UNDERSTAND THAT THE DECISION AS TO WHETHER I QUALIFY FOR CERTIFICATION RESTS SOLELY AND EXCLUSIVELY WITH THE NCCPA AND THAT THE DECISION OF THE NCCPA IS FINAL.

I HAVE READ AND UNDERSTAND THESE STATEMENTS, INCLUDING THE LIMITATION ON LIABILITY, AND THE AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION, AND I ACCEPT AND I INTEND TO BE LEGALLY BOUND BY THEM.